



David Robert Lewis <ubuntupunk@gmail.com>

FW: Lewis / Naspers - Copyright protection

10 messages

Giselle Clemson <gisellec@rwr.co.za>

26 October 2016 at 16:28

To: Andrea de Jongh <andrea@masconsulting.co.za>

Dear Andrea,

I note the contents of your letter dated 18 October 2016.

Please advise whether you have been able to obtain instructions from your client.

I look forward to hearing from you.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea de Jongh [mailto:andrea@masconsulting.co.za]**Sent:** Tuesday, October 18, 2016 6:23 PM**To:** Giselle Clemson <gisellec@rwr.co.za>**Subject:** FW: Lewis / Naspers - Copyright protection**Importance:** High

Dear Ms. Clemson

I trust this finds you well.

Enclosed herewith please find correspondence marked for your and Ms. Rosengarten's attention.

Discuss as necessary.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321



www.masconsulting.co.za



 **Where results matter**

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.

From: Giselle Clemson
Sent: Wednesday, October 12, 2016 10:36 AM
To: 'info@masconsulting.co.za' <info@masconsulting.co.za>
Subject: Lewis / Naspers - Copyright protection

Dear Sirs,

Please see the attached letter for your consideration and response.

Kindly confirm receipt.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised



NASPERS LTD AND MEDIA24; DIE BURGER COPYRIGHT PROTECTION IN THE NAME OF....pdf
408K

Giselle Clemson <gisellec@rwr.co.za>
To: "ubuntupunk@gmail.com" <ubuntupunk@gmail.com>

27 October 2016 at 08:48

Dear David,

Please see the response below – not entirely a negative one.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the

addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea [<mailto:andrea@masconsulting.co.za>]
Sent: Wednesday, October 26, 2016 7:39 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: Re: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

We have consulted with our client, and our client has undertaken to investigate the matter accordingly to enable them to give us further instructions.

Most of the employees who were employed by our client during the period relevant to this matter, and who would be in a position to add any value to the investigation, have since left our client's employ. Therefore, the investigation is taking longer than anticipated. We apologise for any inconvenience caused by the delay in our formal response to your letter under reply.

In anticipation of receiving further instructions following on our client's investigation, will you kindly let us have a copy of the "layout sub" you refer to in paragraph 4 of your letter dated 12 October 2016? This will expedite our client's investigation.

Kind regards

Andrea de Jongh

Senior Associate

Maserumule Corporate Employment Law

T [021 9143321](tel:0219143321) F [021 9148513](tel:0219148513) M [0735603221](tel:0735603221)

www.masconsulting.co.za

[Quoted text hidden]

[Quoted text hidden]

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321

<image001.jpg><image002.jpg>www.masconsulting.co.za

<image003.gif>

<image004.jpg> *Where results matter*

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.

From: Giselle Clemson
Sent: Wednesday, October 12, 2016 10:36 AM
To: 'info@masconsulting.co.za' <info@masconsulting.co.za>
Subject: Lewis / Naspers - Copyright protection

Dear Sirs,

Please see the attached letter for your consideration and response.

Kindly confirm receipt.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

<NASPERS LTD AND MEDIA24; DIE BURGER COPYRIGHT PROTECTION IN THE NAME OF....pdf>

ubuntupunk@gmail.com <ubuntupunk@gmail.com>
To: Giselle Clemson <gisellec@rwr.co.za>

28 October 2016 at 08:53

Dear Giselle,

I find it a bit strange that M&A are requesting sight of the exact same contract they previously relied upon to assert their claim over my byline and copyright.

It would appear that Naspers attorneys are therefore unable to sustain their own claim and have reverted back to their client, who may now be seeking to mitigate damage by promising an "investigation" of some former employees.

The entire matter is well documented. Their human resources department signed off on the "contract" and therefore the company itself should rather cover costs and damages etc, which are considerable when the time period and damaged to my reputation is taken into account.

Please advise on whether there is any prospect of gaining a settlement and especially in regard to the various defamatory statements made by former company employees and company representatives on record, and with regard to the blatantly false plagiarism charges, i.e that I plagiarized my own interviews because they were conducted over the telephone, and/or copied the material and/or passed off another persons work as my own?

Further, any views in regard to the irregularly gained decision at Labour Court, in respect to the supposed "page sub" position, a position not directly covered by the "contract" and only alluded to by the "work of a similar nature" clause?

Otherwise, all good work.

Kind regards

[Quoted text hidden]

--

David Robert Lewis
PO BOX 4398
Cape Town
8000
South Africa

Mobile 082 425 1454
Home 021 448 0021
Fax 0862396815
Skype david.robert.lewis



Giselle Clemson <gisellec@rwr.co.za>
To: "ubuntupunk@gmail.com" <ubuntupunk@gmail.com>

22 November 2016 at 14:56

Dear David,

I refer to the above matter.

As you will see I have followed up with the attorneys acting for Naspers and they have again come back to say we should have the employment contract upon which we rely in terms of the description of a layout sub – I only have the one that came with the last letter from them in August. I do not have annex B which it refers to in paragraph 5. Do you by any chance have this, or recall what it said, otherwise I will have to send the contact which was sent to us which I attach here.

Is it fair to say that the understanding of a lay out sub is the things we described in paragraph 4 of our letter and cannot be extended to things like writing content/interviews and photography in the realms of clause 5 of the contract.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



----- Forwarded message -----

From: Andrea de Jongh <andrea@masconsulting.co.za>

To: Giselle Clemson <gisellec@rwr.co.za>

Cc:

Bcc:

Date: Tue, 22 Nov 2016 12:25:48 +0000

Subject: RE: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

Our client wants to consider the copy of the "layout sub" you referred to in paragraph 4 of your letter dated 12 October 2016 before it provides its response ('the document').

Our client could not find a copy thereof in its own records after a reasonable and proper search. You have taken instructions upon considering said document, and your client bases his claim thereon. Your client already has access to the document.

We have requested a copy of the document directly from you on 25 October 2016 to enable our client to expedite its investigation. However we have still not received the document from you. Therefore, we submit that any delay caused in our client's response, is of your own doing.

Kindly provide us with a copy of the document as you already have access to the document, as our client is desirous of finalising this matter.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321



www.masconsulting.co.za





This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.



From: Giselle Clemson [mailto:gisellec@rwr.co.za]
Sent: Tuesday, November 22, 2016 12:51 PM
To: Andrea <andrea@masconsulting.co.za>
Subject: RE: Lewis / Naspers - Copyright protection

Dear Andrea,

I refer to the above matter and the email below.

Please advise whether you have received instructions from your client in this regard. A month has nearly passed and my client is anxious to have his copyright returned to him.

As for the information you have requested, this should be with your client and among its records.

I look forward to receiving a meaningful response from you as a matter of urgency and by the close of business on Friday 25 November 2016.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea [<mailto:andrea@masconsulting.co.za>]
Sent: Wednesday, October 26, 2016 7:39 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: Re: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

We have consulted with our client, and our client has undertaken to investigate the matter accordingly to enable them to give us further instructions.

Most of the employees who were employed by our client during the period relevant to this matter, and who would be in a position to add any value to the investigation, have since left our client's employ. Therefore, the investigation is taking longer than anticipated. We apologise for any inconvenience caused by the delay in our formal response to your letter under reply.

In anticipation of receiving further instructions following on our client's investigation, will you kindly let us have a copy of the "layout sub" you refer to in paragraph 4 of your letter dated 12 October 2016? This will expedite our client's investigation.

Kind regards

Andrea de Jongh

Senior Associate

Maserumule Corporate Employment Law

T [021 9143321](tel:0219143321) F [021 9148513](tel:0219148513) M [0735603221](tel:0735603221)

www.masconsulting.co.za

On 26 Oct 2016, at 4:28 PM, Giselle Clemson <gisellec@rwr.co.za> wrote:

Dear Andrea,

I note the contents of your letter dated 18 October 2016.

Please advise whether you have been able to obtain instructions from your client.

I look forward to hearing from you.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea de Jongh [<mailto:andrea@masconsulting.co.za>]
Sent: Tuesday, October 18, 2016 6:23 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: FW: Lewis / Naspers - Copyright protection
Importance: High

Dear Ms. Clemson

I trust this finds you well.

Enclosed herewith please find correspondence marked for your and Ms. Rosengarten's attention.

Discuss as necessary.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321

<image001.jpg><image002.jpg>www.masconsulting.co.za

<image003.gif>

<image004.jpg> *Where results matter*

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.

From: Giselle Clemson
Sent: Wednesday, October 12, 2016 10:36 AM
To: 'info@masconsulting.co.za' <info@masconsulting.co.za>
Subject: Lewis / Naspers - Copyright protection

Dear Sirs,

Please see the attached letter for your consideration and response.

Kindly confirm receipt.

Kind Regards

Giselle Clemson
Associate

Rosin Wright Rosengarten
Tel: (011) 486 0242/3
Fax: 086 218 4930
<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

<NASPERS LTD AND MEDIA24; DIE BURGER COPYRIGHT PROTECTION IN THE NAME OF....pdf>

3 attachments



noname.eml
458K



Annexure A.PDF
1705K



Maserumule Letter 12.10.2016.pdf
92K

ubuntupunk@gmail.com <ubuntupunk@gmail.com>
To: Giselle Clemson <gisellec@rwr.co.za>

22 November 2016 at 20:50

Dear Giselle,

I refer to your recent correspondence.

The claim with regard to the return and protection of the items under my own byline and copyright, and the withdrawal of the vexatious counter-claim against me, does not in any way rely upon the aforesaid document.

The document in any event cannot be relied upon, its authenticity is disputed, and there is no Appendix A nor B.

"Our client could not find a copy thereof in its own records after a reasonable and proper search." This is pure BS since it contradicts earlier correspondence in which the document in your possession was used as evidence by the company.

Although a service level agreement detailing some production functions was drafted during the second month of employment, this document was never signed off, nor was it discussed at the evaluation meeting called following my 29 May 2006 complaint to management regarding the race profiling of readers at People's Post, the racialised demographics and content and also failure to implement mitigation measures to avoid de facto newsroom race segregation at WP Koerante and People's Post.

The production report written by myself and referred to in the decision (89) detailing production functions, difficulties and challenges, was never submitted to the company, and is not admissible as evidence, and the interpretation of any statements in this regard is pure speculation and offensive.

Instead of tackling the real issues and the problems to do with the rejection of the Robbie Jansen interview, both management, the editor and human resources, launched into a verbal assault and personal attack against my person on the basis of my attendance at a mixed race nightclub known as the West End.

The company is on record in its racist dispute regarding blood quantum, has attacked my secular Jewish identity in writing and has also excoriated my opposition to apartheid while censoring struggle history, and attempting to cast themselves as blameless victims.

The only way that a layout sub position could ever be extended to the generation of written content and reporting under my own byline and the creation of photographic work under my own imprimatur, would be to amend the aforementioned contract to include the actual positions of journalist and photographer. In order to do this, the company would require my consent. I reject the notion that there is any consent here, or that the contract as tendered was derived to this degree in any lawful way, since it is clearly drafted (or amended) solely by the aegis of the other party but only in terms of the job position advertised. I have already noted the fraud regarding my signature and repeat the various errors, and thus state the contract is *non est factum*, -- *it was never my intention to provide the company with my photographic nor my written work in terms of the void contract and I sent an email to this effect to management who proceeded to bully and threaten me with an invitation to resign.*

It is completely out of the question, external to the scope of the object, and offensive to expect me to simply avail myself of any opportunity which may present itself here, whether to cede over my byline and intellectual property, or to contemplate the terms of a new job description by providing a contract.

The re-interpretation of the "work of a similar nature clause" in the void contract to include unreasonable demands with respect to my ability, is what really needs to be dealt with here.

I can cook, do sew, am a judo instructor, and have a degree in social science, English literature and political studies. Does this mean I should hand over a dissertation whenever required, while instructing staff on the finer points of needlework and baked lasagne?

Merely because my abilities within the field of journalism are vast, does not entitle the company to my writing under my own byline, (neither my photography, nor my interviews) and you will get this response until the cows come home.

Please correct the error on their part by conveying my feelings, intention and position.

Sincerely yours,

David Robert Lewis

PS: I am saddened to see the company has not bothered to locate the interviews and photographic work.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Our client wants to consider the copy of the "layout sub" you referred to in paragraph 4 of your letter dated 12 October 2016 before it provides its response ('the document').

Our client could not find a copy thereof in its own records after a reasonable and proper search. You have taken instructions upon considering said document, and your client bases his claim thereon. Your client already has access to the document.

We have requested a copy of the document directly from you on 25 October 2016 to enable our client to expedite its investigation. However we have still not received the document from you. Therefore, we submit that any delay caused in our client's response, is of your own doing.

Kindly provide us with a copy of the document as you already have access to the document, as our client is desirous of finalising this matter.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321



www.masconsulting.co.za



Where results matter

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.



From: Giselle Clemson [<mailto:gisellec@rwr.co.za>]
Sent: Tuesday, November 22, 2016 12:51 PM
To: Andrea <andrea@masconsulting.co.za>
Subject: RE: Lewis / Naspers - Copyright protection

Dear Andrea,

I refer to the above matter and the email below.

Please advise whether you have received instructions from your client in this regard. A month has nearly passed and my client is anxious to have his copyright returned to him.

As for the information you have requested, this should be with your client and among its records.

I look forward to receiving a meaningful response from you as a matter of urgency and by the close of business on Friday 25 November 2016.

[Quoted text hidden]

--

[Quoted text hidden]



Giselle Clemson <gisellec@rwr.co.za>
To: "ubuntupunk@gmail.com" <ubuntupunk@gmail.com>

6 December 2016 at 13:38

Dear David,

Please see the draft I propose sending to Andrea – kindly consider and track any changes.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dear Andrea,

I refer to the above matter and the email below.

I have spoken with my client and can confirm the following:

My client does not have a copy of the contract form 2006. The only contract he is in possession of, is the one that was provided to him by your firm earlier this year. At the time of receiving that copy, there was a dispute as to whether that was the actual document that my client signed. However, for our purposes, that is beside the point. He confirms that clause 5 is the applicable paragraph in relation to the “scope” of his work to be undertaken when he joined Die Berger. Although reference is made to an annexure B – our client was not furnished with this annexure to consider earlier this year and in fact states that no such annex was ever presented to him back in 2006.

I do attach a copy of the contract provided to my client in August for your perusal.

It is our view that given that your client relied upon that copy of the contract, it goes without saying that the works in question and being retained by your client, cannot have fallen within the ambit of the contract and as a result the copyright remains vested with our client and the works can easily be returned to him.

If your client’s view remains unchanged with regards to the owner of the copyright, for sake of an amicable solution, please advise whether your client is prepared to assign the rights over to our client given that your client has no desire to utilize the work as it has not done so for 10 years.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea de Jongh [mailto:andrea@masconsulting.co.za]
Sent: Tuesday, November 22, 2016 2:26 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: RE: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

Our client wants to consider the copy of the "layout sub" you referred to in paragraph 4 of your letter dated 12 October 2016 before it provides its response ('the document').

Our client could not find a copy thereof in its own records after a reasonable and proper search. You have taken instructions upon considering said document, and your client bases his claim thereon. Your client already has access to the document.

We have requested a copy of the document directly from you on 25 October 2016 to enable our client to expedite its investigation. However we have still not received the document from you. Therefore, we submit that any delay caused in our client's response, is of your own doing.

Kindly provide us with a copy of the document as you already have access to the document, as our client is desirous of finalising this matter.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321



www.masconsulting.co.za



MASERUMULE

Corporate Employment Law

■ *Where results matter*

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.



From: Giselle Clemson [<mailto:gisellec@rwr.co.za>]
Sent: Tuesday, November 22, 2016 12:51 PM
To: Andrea <andrea@masconsulting.co.za>
Subject: RE: Lewis / Naspers - Copyright protection

Dear Andrea,

I refer to the above matter and the email below.

Please advise whether you have received instructions from your client in this regard. A month has nearly passed and my client is anxious to have his copyright returned to him.

As for the information you have requested, this should be with your client and among its records.

I look forward to receiving a meaningful response from you as a matter of urgency and by the close of business on Friday 25 November 2016.

Kind Regards

Giselle Clemson
Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea [<mailto:andrea@masconsulting.co.za>]
Sent: Wednesday, October 26, 2016 7:39 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: Re: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

We have consulted with our client, and our client has undertaken to investigate the matter accordingly to enable them to give us further instructions.

Most of the employees who were employed by our client during the period relevant to this matter, and who would be in a position to add any value to the investigation, have since left our client's employ. Therefore, the investigation is taking longer than anticipated. We apologise for any inconvenience caused by the delay in our formal response to your letter under reply.

In anticipation of receiving further instructions following on our client's investigation, will you kindly let us have a copy of the "layout sub" you refer to in paragraph 4 of your letter dated 12 October 2016? This will expedite our client's investigation.

Kind regards

Andrea de Jongh

Senior Associate

Maserumule Corporate Employment Law

T 021 9143321 F 021 9148513 M 0735603221

www.masconsulting.co.za

On 26 Oct 2016, at 4:28 PM, Giselle Clemson <gisellec@rwr.co.za> wrote:

[Quoted text hidden]

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321

<image001.jpg><image002.jpg>www.masconsulting.co.za

<image003.gif>

<image004.jpg> *Where results matter*

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.

From: Giselle Clemson
Sent: Wednesday, October 12, 2016 10:36 AM
To: 'info@masconsulting.co.za' <info@masconsulting.co.za>
Subject: Lewis / Naspers - Copyright protection

Dear Sirs,

Please see the attached letter for your consideration and response.

Kindly confirm receipt.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

<NASPERS LTD AND MEDIA24; DIE BURGER COPYRIGHT PROTECTION IN
THE NAME OF....pdf>

ubuntupunk@gmail.com <ubuntupunk@gmail.com>
To: Giselle Clemson <gisellec@rwr.co.za>

7 December 2016 at 06:26

Dear Giselle,

Please see my corrections in red

On 6 December 2016 at 13:38, Giselle Clemson <gisellec@rwr.co.za> wrote:

Dear David,

Please see the draft I propose sending to Andrea – kindly consider and track any changes.

XX

Dear Andrea,

I refer to the above matter and the email below.

I have spoken with my client and can confirm the following:

My client does not have a copy of the contract f

rom 2006. The only contract he is in possession of, is the one that was provided to him by your firm earlier this year. At the time of receiving that copy, there was a dispute as to whether that was the actual document that my client signed. However, for our purposes, that is beside the point. He confirms that clause 5 may be considered the applicable paragraph in relation to the “scope” of his work to be undertaken when he joined Die Burger. Although reference is made to an annexure B – our client was not furnished with this annexure to consider earlier this year and in fact states that no such annex was ever presented to him back in 2006.

I do attach a copy of the contract provided to my client in August for your perusal.

It is our view that given that your client relied upon that copy of the contract, it goes without saying that the works in question and

still

[Quoted text hidden]

--

David Robert Lewis
PO BOX 4398
Cape Town
8000
South Africa

Mobile 082 425 1454
Home 021 448 0021
Fax 0862396815
Skype david.robert.lewis



Giselle Clemson <gisellec@rwr.co.za>
To: Andrea <andrea@masconsulting.co.za>

7 December 2016 at 11:02

Dear Andrea,

I refer to the above matter and the email below.

I have spoken with my client and can confirm the following:

My client does not have a copy of the contract from 2006. The only contract he is in possession of, is the one that was provided to him by your firm earlier this year. A copy of which is attached, still identified as it was when it was sent to our client by your firm as “Annexure A”. At the time of receiving that copy, there was a

dispute as to whether that was the actual document that my client signed. However, for our purposes, that is beside the point. He confirms that clause 5 may be considered the applicable paragraph in relation to the "scope" of his work to be undertaken when he joined Die Burger. Although reference is made to an annexure B – our client was not furnished with this annexure to consider earlier this year and in fact states that no such annex was ever presented to him back in 2006.

It is our view that given that your client relied upon that copy of the contract, it goes without saying that the works in question and still being retained by your client, cannot have fallen within the ambit of the contract and as a result the copyright remains vested with our client and the works can easily be returned to him.

If your client's view remains unchanged with regards to the owner of the copyright, for sake of an amicable solution, please advise whether your client is prepared to assign the rights over to our client given that your client has no desire to utilize the work as it has not done so for 10 years.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea de Jongh [<mailto:andrea@masconsulting.co.za>]

Sent: Tuesday, November 22, 2016 2:26 PM

To: Giselle Clemson <gisellec@rwr.co.za>

Subject: RE: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

Our client wants to consider the copy of the "layout sub" you referred to in paragraph 4 of your letter dated 12 October 2016 before it provides its response ('the document').

Our client could not find a copy thereof in its own records after a reasonable and proper search. You have taken

instructions upon considering said document, and your client bases his claim thereon. Your client already has access to the document.

We have requested a copy of the document directly from you on 25 October 2016 to enable our client to expedite its investigation. However we have still not received the document from you. Therefore, we submit that any delay caused in our client's response, is of your own doing.

Kindly provide us with a copy of the document as you already have access to the document, as our client is desirous of finalising this matter.

Kind regards

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

M +27 73 560 3221

T +27 21 914 3321



www.masconsulting.co.za



 **Where results matter**

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.



From: Giselle Clemson [<mailto:gisellec@rwr.co.za>]
Sent: Tuesday, November 22, 2016 12:51 PM
To: Andrea <andrea@masconsulting.co.za>
Subject: RE: Lewis / Naspers - Copyright protection

Dear Andrea,

I refer to the above matter and the email below.

Please advise whether you have received instructions from your client in this regard. A month has nearly passed and my client is anxious to have his copyright returned to him.

As for the information you have requested, this should be with your client and among its records.

I look forward to receiving a meaningful response from you as a matter of urgency and by the close of business on Friday 25 November 2016.

Kind Regards

Giselle Clemson
Associate

Rosin Wright Rosengarten
Tel: (011) 486 0242/3
Fax: 086 218 4930
<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

From: Andrea [<mailto:andrea@masconsulting.co.za>]
Sent: Wednesday, October 26, 2016 7:39 PM
To: Giselle Clemson <gisellec@rwr.co.za>
Subject: Re: Lewis / Naspers - Copyright protection

Dear Giselle

I trust you are well.

We have consulted with our client, and our client has undertaken to investigate the matter accordingly to enable them to give us further instructions.

Most of the employees who were employed by our client during the period relevant to this matter, and who would be in a position to add any value to the investigation, have since left our client's employ. Therefore, the investigation is taking longer than anticipated. We apologise for any inconvenience caused by the delay in our formal response to your letter under reply.

In anticipation of receiving further instructions following on our client's investigation, will you kindly let us have a copy of the "layout sub" you refer to in paragraph 4 of your letter dated 12 October 2016? This will expedite our client's investigation.

Kind regards

Andrea de Jongh

Senior Associate

Maserumule Corporate Employment Law

T 021 9143321 F 021 9148513 M 0735603221

www.masconsulting.co.za

On 26 Oct 2016, at 4:28 PM, Giselle Clemson <gisellec@rwr.co.za> wrote:

[Quoted text hidden]

ANDREA DE JONGH

BA LLB LLM (Stell)

Senior Associate

<image003.gif>

M +27 73 560 3221

T +27 21 914 3321

<image001.jpg><image002.jpg>www.masconsulting.co.za

<image004.jpg>*Where results matter*

This e-mail (including any attachments) is subject to Maserumule's disclaimer provision which can be accessed at <http://masconsulting.co.za/disclaimer>.

If you cannot access the disclaimer, kindly email info@masconsulting.co.za or phone our offices at (021) 914 3321 to request a copy of the email disclaimer.

From: Giselle Clemson
Sent: Wednesday, October 12, 2016 10:36 AM
To: 'info@masconsulting.co.za' <info@masconsulting.co.za>
Subject: Lewis / Naspers - Copyright protection

Dear Sirs,

Please see the attached letter for your consideration and response.

Kindly confirm receipt.

Kind Regards

Giselle Clemson

Associate

Rosin Wright Rosengarten

Tel: (011) 486 0242/3

Fax: 086 218 4930

<http://www.rwrattorneys.co.za>

The information in this e.mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e.mail by anyone else is unauthorised

<NASPERS LTD AND MEDIA24; DIE BURGER COPYRIGHT PROTECTION IN THE NAME OF....pdf>



Annexure A.PDF

1705K

Giselle Clemson <gisellec@rwr.co.za>
To: "ubuntupunk@gmail.com" <ubuntupunk@gmail.com>

13 December 2016 at 09:12

Hi David,

I wanted to let you know that I am out of the office now but have followed up with Andrea. I suspect their firm is winding down too. We will pick this up in the New year.

Happy holidays

Giselle

Sent from my Samsung device

----- Original message -----

From: ubuntupunk@gmail.com

Date: 07/12/2016 06:27 (GMT+02:00)

To: Giselle Clemson <gisellec@rwr.co.za>

Subject: Re: Lewis / Naspers - Copyright protection

Dear Giselle,

Please see my corrections in red

On 6 December 2016 at 13:38, Giselle Clemson <gisellec@rwr.co.za> wrote:

Dear David,

Please see the draft I propose sending to Andrea – kindly consider and track any changes.

XX

Dear Andrea,

I refer to the above matter and the email below.

I have spoken with my client and can confirm the following:

My client does not have a copy of the contract f

ro m 2006. The only contract he is in possession of, is the one that was provided to him by your firm earlier this year. At the time of receiving that copy, there was a dispute as to whether that was the actual document that my client signed. However, for our purposes, that is beside the point. He confirms that clause 5 may be considered the applicable paragraph in relation to the “scope” of his work to be undertaken when he joined Die B u rger. Although reference is made to an annexure B – our client was not furnished with this annexure to consider earlier this year and in fact states that no such annex was ever presented to him back in 2006.

I do attach a copy of the contract provided to my client in August for your perusal.

It is our view that given that your client relied upon that copy of the contract, it goes without saying that the works in question and

[Quoted text hidden]

[Quoted text hidden]

ubuntupunk@gmail.com <ubuntupunk@gmail.com>
To: Giselle Clemson <gisellec@rwr.co.za>

13 December 2016 at 10:08

Dear Giselle,

Thank you for getting back to me and placing the issue in a more positive mode.

Happy holidays and a peaceful New Year.

Sincerely,

David

[Quoted text hidden]