

**An Inventory and Description of the  
Historical Acquisition of  
Moravian Church Land**

**A Report Compiled for the Moravian  
Church of South Africa**

**A joint research project of the  
Surplus People Project  
and the  
Legal Resource Centre**

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The LRC and SPP hope that the report will make a valuable and positive contribution to the resolution of conflicts that may exist on the land. Furthermore, the organisations that this report will enable the development of sustainable and fruitful relationships between the Church hierarchy and the inhabitants on the land and a situation where Church and community can jointly plan a prosperous future incorporating secure land rights and sustainable economic development on this land.

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# 1. INTRODUCTION

The Moravian Church has been undergoing processes of tenure reform on its land since the 1980s. With the signing of the Genadendal Accord in 1996 the Church and the State committed themselves to work together regarding land reform and development on Moravian land. This commitment continues and the programme is being overseen by a Steering Committee involving various structures of the church, officials of the Department of Land Affairs and the Legal Resource Centre (LRC).<sup>1</sup>

An issue emerging out of this process, and endorsed by a Synod resolution of 1998<sup>2</sup>, was the need for clarity on the historical acquisition of land by the Church. During April 1999 the Surplus People Project (SPP) and LRC were approached by the Steering Committee with a request (from both the Vereniging van Opsienersrade (VOR) and the Provincial Board (PB) of the Moravian Church) to investigate and report on the issue.

## 1.1 The Purpose, Scope and Format of this Report

There are 64 significant portions of rural land, approximately 57 160 hectares in extent, registered in the name of the Moravian Church. (See Appendix D).

The relationship between the inhabitants of this land and the Church as registered owner of the land has, since the outset, been fluid. It is this relationship that determines the respective rights of the Church and the occupants. These rights have been, and continue to be, reinterpreted and contested.

The nature of the current relationship between the Church and inhabitants is of considerable immediate and practical importance. The nature of the relationship, and in turn the respective rights with regard to each portion of land, determines:

- who may use the land and/or benefit from the proceeds of the land;
- the purposes for which proceeds and/or the benefits from the land may be applied;
- who is entitled to decide about the decisions to use, allocate and dispose land and the proceeds from the land;
- the process that is required to allocate or dispose of land and the proceeds derived from it; and
- the system of land management and administration of such land.

These are indeed serious issues. For example, where the land has been bequeathed to the Church, as in the case of Karwyderskraal, the Church acquired the land subject to the conditions of the will of the testatrix, Ella Gordon. The will states that: *"I give and bequeath my farm to the Moravian Church..subject to..(g) That the church may on no account sell the farm and all monies derived from whatever source must be kept for improving the farm or for the church on it"*

Here the question is: for what purposes may the *rental* income derived from such land be used? Should it accrue for the benefit of the farm and the church on the farm – or may it be used by the Moravian Church – and if by the Moravian Church, for what purposes may the

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<sup>1</sup> A copy of the Genadendal Accord is appended as **Appendix B**.

<sup>2</sup> The 1998 Synod resolutions instruct the PB to ensure that a factual report of each mission station be compiled, detailing from whom and how the land was acquired. This Synod resolution was underlined by a strong motivation from delegates and the VOR in particular who stated that there was a need "om alle gessinge omtrent die kerk se eiendom te besweer".

Church then use it? The answers to these questions will also determine whether occupants may have a remedy if land is leased out or disposed of in breach of the conditions contained in the will.

There are, broadly speaking, **four sets of factors** that determine and affect relationships regarding land, namely the:

1. **historical context in which and the purpose for which** the Moravian Church acquired significant portions of rural land. This includes the facts of acquisition and transfer and conditions subject to which the land was acquired;
2. **current legal and policy framework;**
3. **current occupation and land use rights** and the extent to which the law protects or curtails such rights; and
4. **social, political and economic factors.**

The purpose of this report is to clarify the first set of factors and capture the extent to which they continue to impact on the current relationship between the occupants and the Church regarding portions or clusters of portions of land.

Concerning the first set of factors, this report presents the following information regarding each portion of land, namely:

- Location, extent and title (holding) deed number;
- Deeds registry particulars regarding the date and deed of initial acquisition<sup>3</sup>;
- the legal cause for the acquisition;<sup>4</sup>
- from whom it was acquired;
- initial and current extent;
- conditions that significantly determine or restrict the way in which the land, or the proceeds derived from it, may be dealt with.

The report places the facts concerned with the acquisition of each piece of land in the historical context in which the acquisition occurred and it describes the purposes for which the land was acquired. Where relevant, references to the current number of occupants, land use and development have been made, but this is outside the scope of this paper and requires further investigation of constitutional and other legal protection to occupants and users.

The first section of the report examines the determinants of the legal nature of the current relationship between the Church as registered owner and the occupants of such land. It provides a general overview and summary of the particulars contained in the second section. It also provides an analysis of the extent to which the facts concerning the historical acquisition affect the current relationship.

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<sup>3</sup>In a number of cases the initial permission for the Church to occupy or effect an extent of control over the land preceded the formal registration of title. These different dates are reflected. In the case of Wupperthal, the Rhenish Church initially acquired the land. The particulars concerning the acquisition of the land at Wupperthal by the Rhenish Church are therefore considered.

<sup>4</sup>The legal cause concerns sale, donation, bequest and exchange. It is useful to note that a “grant” refers to a transfer from the state – often in the form of a donation. At the time that many of the “grants” were made regarding church land, it was often a case of unalienated state land being transferred for the first time.

The importance of this study is that it is being done at a time when racially discriminatory laws have been abolished and, more importantly, at a time when the State is obliged to fulfil a series of developmental obligations in terms of the South African Constitution. These obligations include the redistribution of land to persons previously disadvantaged and to provide occupants of land whose tenure is insecure due to racial discriminatory laws and practices, with security of tenure. Section 25(6) of the RSA Constitution provides that:*A person or community whose tenure of land is legally insecure as a result of past racially discriminatory laws or practices is entitled, to the extent provided by an Act of Parliament, either to tenure which is legally secure or to comparable redress.*

The insecurity of tenure on Mission Stations and on State held trust land in “Coloured Rural Areas”<sup>5</sup> and former “homelands” is a direct result of the application of “discriminatory racial laws or practices”. This report makes the case that Mission Station inhabitants are entitled to State assistance for the purpose of securing their tenure.

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<sup>5</sup>There are 23 such so-called “Coloured Rural Areas”. Most of them originated as Mission Stations. These areas were brought under the auspices of the Mission Stations and Communal Reserves Act, No 29 of 1909 in later years. Mamre, Genadendal and Enon are such areas. They are currently administered in terms of the Rural Areas Act (House of Representatives), No 9 of 1987, a successor to Act 29 of 1909. In these areas the tenure relations are currently being addressed in terms of the Transformation of Certain Rural Areas Act, No 94 of 1998.

## **2. PART ONE**

### **Tenure rights and the nature of the current relationship between the Church and the inhabitants of Church land**

The key issues determining tenure rights of inhabitants and their relationship with the Church are: the context and facts of historical/initial acquisition; the current legal and policy framework; current occupation and land use; and social, political and economic factors. These factors are detailed below.

#### **2.1 Non historical factors affecting the relationship**

##### **2.1.1 The legal and policy framework**

The current nature and content of rights in Church held land is determined by the way in which the rights are susceptible to interpretation in terms of policy and law at a given time.

As noted above a full scale historical account of initial land acquisition issues on its own will be of little practical use since the nature and extent of rights initially established changes over time. This is as a result of the changes in social and political context and the manner in which such changes are reflected in the law and policies of both the State and the Church.

An important current determinant of rights in Church held land is the 1996 South African Constitution and land reform laws that have come into effect. In an attempt to bring Church land administration in line with the new constitution, the Church entered into a land reform accord with the State (the Genadendal Accord) on 19 October 1996. This process was taken further when the Church adopted amendments to the Kerk Orderinge in July 1998. A document that summarises the legal implications of these important events is attached as **appendix A**.

For the purposes of determining the nature and content of current rights, recent Land Claims Court decisions on the nature and content of the rights of occupants in Church held land need to be taken into account. Such cases are of key importance and are briefly referred to below in paragraph 2.2.3: A Note on the Restitution of Land to Mission Station Inhabitants.

With reference to the outcomes of land claims to land that was previously owned by a church, the question that needs to be examined is: If the Church and the occupants on the land had been dispossessed due to racial discriminatory laws or practices as contemplated in section 25(7) of the RSA Constitution, to whom would the land be returned – to the church, or to the inhabitants - if the claim was successful?

The issues taken into account in such land claims by the Land Claims Court have included: the purpose for which the land was acquired; for whose benefit it was acquired; and, who contributed to the payment of the purchase price, rates, taxes and improvements. In the two cases that were decided by the Court, the land was returned to the inhabitants.

##### **2.1.2 Current Occupation and Land Use**

Of equal importance to the current legal and policy frameworks, is the situation on the ground concerning current occupation and land use. Church land at the Clarkson Mission Station was, for example, registered *“on behalf of and in trust for the Fingoes now residing at the institute of Clarkson”* in terms of the Deed of Grant of 1841.

The Moravian Church is still the holder and custodian of the land, but who is it that is entitled to benefit from the land? Who are the “Fingoes now residing at the institute of Clarkson”? Clearly the descendants of the people who have resided there for generations are “those resident at the station”. Equally, what rights to the land may a person have who previously resided at Clarkson, and who moved away? This points to the fact that in a number of cases it is the situation on the ground that is the most crucial determining factor.

For the determination of who may be entitled to use land and benefit from it, an inventory of formal land allocations and rights in terms of the Kerk Ordeninge<sup>6</sup> needs to be prepared for each Mission Station. In terms of the new land laws, this investigation also needs to take into account the “informal” allocations of land between occupants.

It also needs to be determined what rights have been given to persons to use land in terms of formal agreements that are not in terms of the Ordeninge at Mission Stations and in general with regard to all portions of land - such as leases and mortgage bonds. Over the years, the Church has leased out considerable tracts of land, usually to individuals and/or legal entities classified as white. A register of such agreements, the terms and income derived from it needs to be compiled.

### **2.1.3 Social, Political and Economic factors**

These factors include the ability of the different parties to land holding relationships to organise and mobilise resources to realise claims to rights in land. Residents on church land with insecure tenure rights may, by virtue of the operation of section 25(6) of the Constitution and other land laws (discussed in Appendix A) be able realise their rights in terms of the law. Where negotiations on competing land claims break down, outcomes would be influenced by factors such as the ability to mobilise resources in order to settle such disputes by way of a structured negotiation process, and failing it, the court.

What the Church and Church land residents want in terms of tenure and use of land will be influenced by their respective economic and cultural needs. What emerges from a land rights determination will depend on the ability (social, political and economic) of the different parties to mobilise to this end.

## **2.2 Historical land acquisition factors**

### **2.2.1 An overview of the historical, social and political context in which, *and the Purpose for which*, missionary institutions acquired land**

For the purposes of determining the nature and extent of current land rights, it is not only the Moravian Church that needs to be focussed on but, for comparative and interpretative purposes, the way in which missionary institutions more broadly acquired land. It is for this reason that reference is made to Genadendal, Mamre, Enon, Goshen, Ebenhaeser and Elandskloof in this introductory section of the report, despite the fact that the Moravian Church is not currently the registered owner of the land at which these former mission stations are situated.

#### **Colonialism, land and the “missionary enterprise”:**

The growth and establishment of missionary institutions during the 1700 and later was integrally connected to the savagery of colonial expansion. The colonial economy required land and labour. Europeans settled permanently at the Cape in 1652. Over the next 350 years indigenous people were systematically dispossessed (through wars, legislation and other methods) of their rights and access to land. This resulted in their absorption into the colonial economy as labourers. Laws were promulgated to further ensure and “harness” the labour of indigenous people. Such included laws (passed in the period of the second British occupancy, between 1809 – 1819) which decreed that “Hottentots” must have a fixed place of abode, imposed a pass system on them and provided for the compulsory apprenticeship of their children to farmers (Marais, 1957, xiv).

The “missionary endeavour” was inextricably bound up in this process. The early Moravian missionaries sought out, and settled amongst, indigenous communities with the aim of

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<sup>6</sup> “Kerk Ordeninge” are local village rules devised by the Church. The interrelation between the Ordeninge, the Constitution of the Church (the Kerkorde) and the RSA Constitution is explained in Appendix A.

converting them to Christianity and establishing Christian communities based on “brotherly agreement”. What mission institutions crucially offered to was security of tenure and access to land and an existence of relative independence from colonial farmers.

J S Marais (*The Cape Coloured People 1652 – 1937*) notes that : “by 1795, when the British took over from the Dutch East India Company, the “Hottentots” within the Cape Colony had sunk to the level of landless proletariat. In the Western Cape a few “Hottentot” kraals, which became missionary institutions survived”(1957,109-111).

Marais goes on to note that: “outside of the Kat River settlement (est. 1830) the institutions remained the only places where the Coloured people held land. Most of the land they hold today (it is a mere pittance) they owe directly due to the missionary enterprise.” (1957, 246).

At the same time mission institutions brought indigenous people within the control of the colonial society and functioned, at times, as “buffer zones” on the frontier and important labour reserves within the colony. This dual, and sometimes contradictory, position is reflected in the varying responses towards the missions from the colonial government, the colonial farmers and the mission inhabitants themselves at different times and in different places.

The first missionary institution in the Cape Colony was established in 1737 at Genadendal, previously known as Baviaanskloof, by George Schmidt, a Moravian. The colonial government granted these lands on concession, as they did with Mamre (est. 1808), Enon (est.1818), Clarkson (est.1841) and others. With most of the above settlements the impetus for their establishment had come through a formal request from the government. The government however refused to grant mission authorities full and unconditional ownership to land that was “reserved” or “set aside” for mission purposes.<sup>7</sup>

It is notable that such land grants coincided with colonial border expansion. Once a mission was inside the colony and the colonial authority well entrenched, the government was willing to concede a greater degree of control to the missionary institute. Genadendal, Mamre and Enon were given formal title in the 1850s and 1860s. At the time of the establishment of Elim (1824), well within the established colony, the government was willing to allow the mission society to acquire and own land in its own name.

With Clarkson, established on the colonial frontier in 1838, the government retained control through granting the land in trust and by withholding the right of the grantees to alienate the land.

In the early days of the establishment of Genadendal in 1737, surrounding farmers resisted (at times violently) the development of the mission. They perceived it as a threat to their existence, which depended on the acquisition of land and control of cheap labour (Kruger, 1966, 68–71)<sup>8</sup>. By the time Elim was established in 1824, surrounding farmers appear to have been supportive of the mission<sup>9</sup> and Kruger notes that the absence of slave labour in the surrounds was a motivating factor in the establishment of the mission (1966, 152).

Mission stations provided a place of refuge to indigenous people who were systematically dispossessed of their land. As noted by Marais above, it was only where missions were established amongst “Hottentot” kraals that they maintained some toehold to their land.

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<sup>7</sup> The land at Genadendal was for instance only granted in 1857 and 1858 (see paragraph 3.3.1), not in full ownership, but “for the use of and in trust for such persons as may from time to time be lawfully resident at the institution of Genadendal”. Genadendal then later became a “Coloured Rural Area” in terms of Act 29 of 1909.

<sup>8</sup> Also see Kruger (1966, 79) on the changing attitudes of local farmers towards Genadendal : “as they began to realise the advantages of having a mission station in their midst. They praised the conduct and the industry of the men.”

<sup>9</sup> van Breda, a local farmer, actually acquired land with Rev Belcher of the missionary institute, see Bredasdorp Q1/10/1869.

Mission history is simultaneously littered with incidents where mission inhabitants contested the land rights and authority of the missions. At Genadendal and Wupperthal certain residents asserted, in the 1800s, that the land was theirs as they had been previously residing thereon (Atwell, Blaney and Smith, 1993, 33, and Strassberger, 1969, 56). Residents of Mamre went to court in 1909 over the issue of ownership of the farm Laaste Suiwer (the courts case has been reported as: Moravian Church Mission Society vs September, June 14, 1909). In Genadendal, Mamre and Enon residents fiercely resisted the granting of the mission “core” and additional lands to the church in 1921 when Act 29 of 1909 was made applicable. They believed any distinction between church and inhabitants, with regard to tenure, was wrong (Kruger and Schaberg, 1984, 83).

### **Three broad “epoch’s” within the “missionary endeavour” :**

In the “**first mission epoch**” (1700s to 1830s) mission settlements were primarily established by the to create places of refuge and asylum and for evangelical reasons of spreading the gospel. For the colonial government there existed the political purpose of bringing people within colonial society and creating labour reserves<sup>10</sup>. During this era, land was granted or made available to missionary institutions by the state. Notably the early government grants recognised the rights (pre-existing in most cases) of the inhabitants by not granting the land out and out to the church, but for the church to hold it in trust.<sup>11</sup> Ownership therefore only vested nominally in the missionary institute (as representative of the colonial order).

Marais (1957, 247) notes that from about 1828 the government ceased to grant land within the colony - for “coloured” institutions. It was after this period that Churches began to purchase land for the purposes of furthering their missionary aims.

Broadly speaking a **second epoch** of the “missionary enterprise” commenced with the promulgation of the Cape Ordinance 50 of 1828, in terms of which the “Hottentots” were “liberated” within the Cape Colony, and the British Act 73 of 1833, which liberated slaves throughout the British Empire (Marais, 1957, 155).

During this era, with increasing liberal and philanthropic pressures being exerted on the colonial government, mission stations were allowed, for the first time, to acquire and own land in their own name. It was during this era that the land at Elim was acquired (1824 onwards) and the first Rhenish institution, also a “purchase” institution, came into existence at Wupperthal in 1830.

Land at Elim and Wupperthal was acquired during the second period through purchase as opposed to the grant acquisition of the former era. However, Ebenhaeser and Clarkson were exceptions to this rule. These two stations were established in the 1830s on land granted by the state, respectively to the Rhenish and Moravian Church, in trust.

As noted above, Clarkson was a “frontier” station. The political purpose of the government was to settle the Fingoes on land in return for their support to the government in the fifth border war. One of the areas of land granted was in the Tsitsikamma.

The still independent “Hottentot kraal” of Captain Louis was “granted” at the mouth of the Olifantsriver, as Ebenhaeser in 1837. A grant station here would have served the purpose of

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<sup>10</sup> Kruger points out that the use of mission inhabitants from Genadendal in the colonial army was frequently a bone of contention with the missionaries. The request by Lord Caledon to the missionaries to begin a station at Mamre was in part to answer the government’s need to house the family of their “Hottentot” soldiers. Kruger also notes, with particular reference to the establishment of Mamre, that the Moravian missionaries were wary of being harnessed to the political will of the government, but at times had little choice but to act within the framework created by government (1966, 101 and 119).

<sup>11</sup> For an understanding of the “trust” concept, see letter from Bell to Rev Hallbeck, dated 14/11/1838, Annexure B. This letter also explains the purpose of the granting of “glebe land” which is a piece of land serving as part of a clergyman’s benefice and providing income (Oxford Concise).

bringing these peoples within the ambit of colonial authority, and by “granting” them their own land restricted them for purposes of control.<sup>12</sup>

The purpose of purchasing land was to enable the church to effect uncontested authority over the land, which they then owned “out and out”. Kruger emphasises, in the case of Elim, that this was viewed only as a factor further contributing to the missionary aim of establishing a Christian community based on brotherly agreement between inhabitants (1966, 153).

However, on closer scrutiny, sources disclose that residents made substantial contribution to the acquisition and improvement of the “purchase lands” through rental payments, labour and direct contributions towards purchase prices<sup>13</sup>.

**The third epoch** that is important occurs from 1909 with the state’s promulgation of the Mission Stations and Communal Reserves Act No 29. This legislation abolished the secular authority of the missionaries and replaced it with Coloured Rural Areas Act Management Boards.

This Act (amended in later versions and currently the Rural Areas Act No 9 of 1987) was applied over the years to 21 settlements (mostly former mission stations) in the Western and Northern Cape provinces. This included the Moravian missions of Genadendal ( Procl 98 of 1924) and Mamre (Procl 64 of 1911). In the Eastern Cape Act 29 was applied to Enon (Procl 270 of 1911) and Goshen and to Thaba Patchua in the Free State.

In terms of The Coloured Rural Areas Act 9 of 1987, which succeeded Act 29 of 1909, the land in such “Rural Areas” currently vests in the Minister of Land Affairs who holds the land in trust for the benefit of the residents.

It would appear that Act 29 of 1909 was applied, although not uniformly, to those properties donated in trust to the Church by the government. Land acquired by purchase by the missionary society appears to have remained registered in the name of the missionary institution.

At Mamre, the Board of Management had to purchase the farm Laaste Suiwer (a “purchase” property of the station) where after it became trust land. The exception to this rule is the land at Clarkson, which was granted to the church in trust for the inhabitants resident on the land, which was not proclaimed as a Rural Area in term of Act 29 of 1909 or in terms of the law that in later years succeeded the 1909 Act.

The mission “core” within stations to which the 1909 Act was applied was, in general (as in the Genadendal) glebe land. This was the case in Gendendal, Mamre, Enon (which includes the farm Scheepersvlakte). The portions of glebe land were granted by the state to the Missionary Institute. These grants included, in addition to the “core” lands, rights to the commonage trust lands, subject to rates payment to the established Boards of Management, and ongoing use of water. These rights were restricted by conditions which stipulated that the use of these resources should be for the domestic purposes and needs of the employees of the missionary institute resident at the station and alienation of the land could only take place with the consent of the Governor-General. This means that the rights enjoyed by the Church on these lands do not constitute unfettered ownership, but that such rights are ancillary to the rights of the inhabitants, granted for mission purposes.

Communities in the Act 9 Coloured Rural Areas are currently undergoing an extensive process of consultation. This process is undertaken in terms of the Transformation of Certain Rural Areas Act No 9 of 1998 for the purposes of achieving the objects of section 25(6) of the Constitution concerning tenure security. In terms of this process the inhabitants need to decide to whom the land that they occupy and use needs to be transferred. It could either be transferred to a local authority, a legal entity (such as a trust – with or without the application

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<sup>12</sup> Note that Genadendal and Mamre were both grant lands that had independent “Hottentot” kraals on them at the time of that the grant was registered.

<sup>13</sup> See Marais (1957, 248) and Strassberger (1969, 52) as discussed at paragraph 2.2.2 below.

of the Communal Property Association Act) or to individuals. As mentioned, the Act 9 land currently vests in the Minister of Land Affairs who holds it in trust.

The way in which this land reform process is being conducted is of great practical value for Moravian Church Mission Stations.

### **2.2.2 Historical land acquisition issues that impact on the current land relations between the registered owner and inhabitants**

There are a number of historical factors that impact on the current relationship between the inhabitants and the Church. This section will focus on: the cause through which the land was acquired; who made the land available; who paid for it and why did they buy it; what restrictions were placed on the land; and, the social and political context at the time.

#### **The legal cause for the acquisition of the land**

Ownership in land can be legally acquired as result of a number of causes : through a sale, a donation, a testamentary bequest or a land swap. A title deed always reflects the cause, and if it was a sale, the purchase price.

Important ancillary documentation that may need to be considered for each piece of land includes: the will (in the case of a bequest), the agreement in terms of which the land was sold or donated, or the government resolution or minute in terms of which the decision was made to grant the land. Cases where these ancillary documents have not been considered and need to be considered, or where further detailed research is required, have been indicated throughout this report.

The extent to which a full-blown enquiry into ancillary documentation and archival research needs to be conducted will depend on the extent to which rights to a portion of land are contested.

#### **Where land was bought, the purpose for which money was made available and who contributed towards the purchase price or the repayment of it.**

In the case of Clarkson, inhabitants state that they contributed to the funds to purchase the farm known as Moravian Mission, which was acquired by the Church in full ownership during 1904. Residents of Elim assert that their predecessors made substantial contribution towards the purchase of mission lands<sup>14</sup>. In the case of Laaste Suiwer, part of the old Mamre institution, inhabitants signed a declaration that they would pay the annual interest on the purchase price of the property (Kruger, 1966, 212). In this regard Marais, in The Cape Coloured People, asserts:

*“As in the case of the Moravian “purchase” institutions in the western Colony – Elim (1828), Wittewater (1859), and Goedverwacht (1889) – the inhabitants of the three Rhenish stations were asked to pay an annual rent to the Society, ...In this way the Society recovered in course of time the full purchase price of the institutions.” (1957, 248).*

Strassberger notes in relation to Wupperthal that:

*“The industries, agriculture and cattle farming showed a profit...the profit was given to the general mission fund. On 28 May 1849 Langkloof, a farm south of Wupperthal, was bought from a farmer... a year later another farm, Eselbank, situated between Wupperthal and Langkloof, was bought for 5,660 rijksdalers. Part of the purchase price was provided out of the 3 rijksdalers which every inhabitant of Wupperthal had to pay annually and which in 1848 amounted to 400 rijksdalers.” (1969, 52).*

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<sup>14</sup> Various discussions with residents during the compilation of this report. Assertions verified by community at community meeting of 2 September 2000.

The contribution of inhabitants over the years towards the improvement of Church properties is well documented. Inhabitants brought land under cultivation, contributed labour towards the building of structures and paid Church duties and, on the “purchase” lands, rentals.

Again, the extent to which an extensive enquiry into the exact contribution towards purchase prices and land improvements by mission residents and the rights established through this is required will depend on the extent to which rights to a certain portion of land are contested.

The purpose for which such funds were obtained (whether from church or the inhabitants) is the major issue with regard to how land may be dealt with and for whose benefit it may be used.

If the funds were used to acquire land for a missionary purpose - to sustain and benefit people who needed a place of refuge and to promote the “missionary enterprise” of that era - then a special relationship of trust according to strict rules was established between the Church and the inhabitants who settled on such land. This relationship has changed over time and it is this type of relationship that needs definition and interpretation in the context of current law (see paragraph 5 below).

### **The restrictive conditions subject to which land was obtained<sup>15</sup>.**

Most Church properties have conditions placed on them when they are bought. Such conditions come into effect by operation of law and state policy and by operation of title deed conditions that could either be written into the title deed or imposed due to the conditions of a will. A deceased person may, for instance in the case of Karwyderskraal, stipulate that the land should be put to a certain use, or that it should be held for the benefit of a certain class of persons.

In other cases, the State may determine that the Church may hold the land, but that it may not alienate it. This condition was applied to all the lands granted to the Church in the process of the application of Act 29 of 1909, to the glebe land at Genadendal, Mamre, Enon and on other grant stations such as Clarkson.

In certain cases a transfer could be made subject to a **specific public purpose** - being “for mission purposes” (see Langgezocht at Genadendal). The purpose may also be implied and deduced from the conduct of the parties.

### **The context at the time of acquisition**

The political and social context at the time of acquisition, which in turn determined the political and social *purpose* for which the Church acquired the land, is a critical determinant.

As noted, each historical epoch affected the nature and extent of rights that were established. However different contexts existed for portions of land in different locations. The initial rights established by the Moravian Church in land at Elim and by the Rhenish Church in Wupperthal within the Cape Colony differ from the rights established by the Moravian Church in land at Clarkson, which was closer to the frontier.

The paragraph entitled “A Note on the Restitution of Land to Mission Inhabitants” gives an indication of the extent to which the purpose of acquiring the land has a bearing on the relationship between registered owner and inhabitants of such land.

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<sup>15</sup> It is a principle of law that a successor in title takes over the title subject to the same conditions as its predecessor. The nature and contents of the rights initially acquired by the Rhenish Church in land at Wupperthal are for all intents and purposes the same rights that were acquired by the Moravian Church at a later date. The same principle applies to the transfer of rights from the Moravian Church’s German counterpart to the Church in South Africa during the mid 1900s.

A full-scale historical investigation can therefore establish what the nature and extent of rights in a specific portion of land were at the time of its acquisition by taking into account the cause, the restrictive conditions and the purpose for which the land was obtained, who contributed what to its acquisition, and what the social and political context was at the time of acquisition.

Notwithstanding the need to look at present factors as discussed earlier, these historical factors form the basis upon which the current rights are founded. An understanding of these factors is critical in determining the moral and legal relationship between the Church and the inhabitants on the different portions of Church land. Part II of this report further investigates these factors.

### **2.2.3 A Note on The Restitution of Land to Mission Station Inhabitants**

It is important to note the findings in cases where occupants were forcibly evicted from Church owned land.<sup>16</sup> In the cases of Elandskloof and Kranspoort, the Land Claims Court (respectively in 1996 and 1999 (LCC 26/98: 10/12/99)) found that title to the dispossessed land was to be restored to the respective communities who were claiming the land and not to the Church.

In the case of Elandskloof, the two portions of land were initially registered in the name of the Church. One portion was purchased and registered in the name of the Church in 1862 and the second portion was granted to the Church in 1900. During 1961, the Church sold the land for its own account and transferred it to a white owner where after the community was evicted from the land.

In the case of Ebenhaeser (1837), the community resident on the land was dispossessed of a portion of their land during 1925. The community instituted a land claim in 1996. The State has conceded that although the dispossessed land was initially registered in the name of the Rhenish Church who in turn transferred it to the Dutch Reformed Church, the Ebenhaeser community is the entity that is entitled to bring the claim for the return of the land and not the Church.

The relevance of these cases is that although the formal title deeds afforded the Church the status of owner, the Court recognised that it was the nature of the underlying relationship between the Church as formal owner and the occupiers, and not the title deeds, that determined the way in which the tenure rights of the claimants were to be resolved.

In the Elandskloof and Kranspoort cases, the land was returned to the occupants. In the Elandskloof case, it was acknowledged that the rights of the occupants existed before the registration of the land took place and that such registration did not extinguish the rights of the occupants. As a separate basis, the state agreed that a fiduciary (trust) relationship existed between the Missionary Church and the occupants in terms of which the Church was the mere nominal holder and custodian of the land. Regarding the trust relationship, the particular circumstances (such as the Kerk Ordeninge, other rules and individual lease agreements) may give further content to the detail of the fiduciary obligations and rights.

As a general principle, a trust relationship requires the Church as trustee to hold and manage the land in the interests and for the benefit of the occupiers. This means that the Church cannot sell, lease or otherwise encumber the land without ensuring that this is in keeping with the trust relationship and is subject to consultation with the trust beneficiaries / occupants.

### **2.2.4 Conclusion**

The facts of the historical acquisition of land detailed in this report have a bearing on the nature of the current relationship between the registered owner and the occupants in terms of land rights. The extent to which further, detailed examination of all documentation relating to

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<sup>16</sup> All three cases involved the Dutch Reformed Church working hand in glove with the State to effect the eviction of the inhabitants.

each portion of land needs to be conducted will depend on the degree to which the rights are contested.

The formal relationship between the Church and the occupants of the land is different with regard to each portion. Where portions of land are clustered together, the differences may be small - for instance in the case of Clarkson and Charlottenberg - however, the third portion, Moravian Mission, has an entirely different set of factors influencing the relationship.

Although inhabitants may have acquired rights as a result of the way in which the land was acquired, the *mission purpose* for which the land was acquired holds the major sway with regard to how land may be dealt with and for whose benefit it may be used. This report does not make findings on whose land it is. It merely unpacks facts, as they have been uncovered.

In cases where the Church purchased land, the money was paid from the coffers of the Church, in other cases it was borrowed and in others, philanthropic institutions assisted. As pointed out, the purpose for which such funds were obtained is the critical and overriding issue. If the funds were used to acquire land for a missionary purpose - that is, to sustain and benefit people who needed a place of refuge and asylum, and to promote the "missionary enterprise" of that era - a special relationship of trust according to strict rules was established between the Church and the inhabitants who settled on such land. This relationship has changed over time and it is this type of relationship that needs definition and interpretation in the context of current law.

The historical basis of the relationship is very important but, for better clarity, additional research is required on each portion. This would include: establishing an inventory of current occupation and land use (formal and informal); analysis of legal precedents set within the Land Claims Court and with regard to the current legal and policy framework; and, an exploration of social, political and economic factors including such issues as the future development and economic sustainability of church lands.

The relationship between the Church and inhabitants has continued in different forms over many decades and it will continue for many years. It is therefore hoped that this report will contribute towards establishing a greater degree of certainty in an ongoing quest to determine and define property relations. The overarching tenure reform process will need to involve the active participation of both occupants and the Church in a collaborative venture that will in all likelihood include tough negotiations.

### 3. PART TWO

#### An inventory of rural Moravian Church land, with a description of the historical acquisition of each land parcel

##### 3.1 Overview of rural properties inventory

During colonialism, and subsequently in the Union and Republic of South Africa, land held by the Church was registered under the name of the Missionsanstalt der Evangelischen Brüder Unität, the Moravian Missionary Institution in the Cape Colony, and/or the Moravian Mission Society. During the 1930s and onwards, the Church in Germany resolved that all land held by the Church in the Union of South Africa should be transferred to a society established for the purposes of taking over the assets and liabilities of the Mission Institution of South Africa.

This society was established in 1956 under the name of the "Moravian Mission Society in South Africa". All properties, which were previously held by the Missionsanstalt der Evangelischen Brüder Unität, were transferred to the Moravian Mission Society in South Africa. A further decision was taken whereby properties held were transferred during 1959, from the Moravian Mission Society in South Africa (white group), to the "Superintendent for the time being of the Evangeliese Broederkerk (coloured group)". During 1983, the Council of the Moravian Mission Society in South Africa was authorised by a Synod resolution to transfer all remaining properties held by the chairman of the Regional Management of the Moravian Church in the Western Cape to the "Superintendent for the time being of the Evangeliese Broederkerk". The Kerkorde of 1992 confirms that all properties held by the Church should be transferred to the "Superintendent for the time being of the Evangeliese Broederkerk". The Evangeliese Broederkerk is referred to in the inventory as the EBK and/or EBK/WK (Western Cape).

A distinction has been made between "significant" properties and other properties held by the Moravian Church. Only "significant" properties have been documented in the inventory attached as Appendix D. "Significant" is defined on the following basis:

- the property is four or more hectares in size (1 ha = 10 000 m<sup>2</sup>)
- the property is the subject of an historical and/or current land dispute
- the property has an established rural settlement
- the property has potential and/or is used for productive purposes

A summary of Appendix D, reflects the following :

Province	District name	District Total	Province Total
Eastern Cape			3686.451
	Cathcart	1417.582	
	Encobo	4.471	
	Humansdorp	2084.685	
	Matatiele	128.569	
Northern Cape	Uitenhage	51.144	
	Calvinia	1007.423	1007.423
Western Cape			52466.200
	Bredasdorp	6445.900	
	Caledon	2696.038	
	CapeTown	227.316	
	Clanwilliam	34193.481	
	Piketberg	8903.465	
Total			57160.074

This part of the report provides detail on the context, purpose and manner in which land acquired and the title deed information for each Mission Station property and other rural properties that are not attached to a Mission Station.

The introductory paragraph contains the current extent of each piece of land and in the case of Mission Stations, also the combined total of the cluster of pieces that constitute the station. It includes the holding title deed numbers and the title deed numbers in terms of which the properties were first acquired.

The information was obtained from titled deed searches and written sources listed in the bibliography.

The information table for each property follows, listing:

Property name and number	<i>Current name and number registered in Deeds Office.</i>
Date of acquisition	<i>Date when Church first acquired the property and relevant title deed. Any subsequent transfers within the Church and the history of the acquisition is detailed below each property's information table.</i>
Legal cause of transfer	<i>Way in which property acquired: purchase, donation, bequest, etc.</i>
Acquired from	<i>Entity from whom the Church acquired the land, for e.g. a private person, the state, another institution.</i>
Purchase price	<i>Amount of money paid for each property. This does not note who made the money available.</i>
Relevant conditions	<i>Any conditions/ encumbrances that significantly determine and/or restrict the way in which the land or the proceeds derived from it may be dealt with.</i>
Original extent	<i>Size of property on acquisition by the Church.</i>
Current extent	<i>Size of property held by the Church today: this would give an indication if any land had been alienated while held by the Church, or new land acquired.</i>
Relevant endorsements	<i>Any changes to the status of the property noted in the deed, for e.g. where a portion of the land is leased on a long term lease (more than 10 years).</i>

Properties which are part of the same mission station (and thus management structure) are listed together in the inventory. Each mission station and/or property bundle is listed under the administrative district (pre new demarcation boundaries) in which it falls. Districts are listed alphabetically. Copies of all title deeds have been obtained as part of this report and will be attached as an ancillary document to the original copy of this report. Each mission station will also receive copies of the deeds relating to the properties of their station.

This part of the report concentrates on facts of historical acquisition, but also notes subsequent alienations by the Church (notably Scheepersvlakte at Enon, Wittewater and Wupperthal).

Finally, the information reflected in this section of the report needs to be considered and read against the discussion in the first part.

## **3.2 BREDASDORP DISTRICT**

### **3.2.1 ELIM MISSION STATION**

#### **Context and Purpose of land acquisition**

The mission station of Elim was established in 1824. As land was increasingly parcelled out to colonists, pressure on the existing missions increased and the Brethren wished to start another mission partly to relieve the pressure on Genadendal which was becoming overcrowded (Kruger, 1966, 151). The farm Vogelstruyskraal was offered to them for a reasonable price. It appeared suitable on inspection and it was also noted that “the neighbouring farmers, having few slaves, were in need of labourers.” (Kruger, 1966, 152).

Vogelstruyskraal was a quitrent farm. The quitrent right was offered, it appears, to the Mission for the price of 5 000 thaler (Kruger, 1966, 152). The fact that the missionary institution was allowed, for the first time, to purchase the land outright reflected the changing attitude of the government towards the missionary endeavour. Governor Somerset was under increasing pressure from the philanthropic movement (notably Dr Phillips) to support the missionary endeavour and, with the expansion of the colony, under pressure to settle the increasing number of landless people.

Kruger (1966, 153) notes that as the place was neither a grant from the government nor an old residential area of Hottentots, every newcomer would know that he/she settled on mission property and that this combined to allow a new beginning. This referred to the church’s ability to enforce the mission regulations, but supposedly still fundamental was that they were to be seen as a brotherly agreement between the inhabitants. The Rev. Hallbeck began the mission. It is interesting that Kruger, discussing the conflict over Scheepersvlakte, at Enon, comments that “The Government regarded the mission stations as its own property, many missionaries and residents as the property of the Mission, and Hallbeck and other inhabitants as the property of the people, who lived thereon.” (Kruger, 1966, 134). At Elim, Hallbeck expressly wished to create a Christian settlement founded on “brotherly agreement” between all inhabitants and inhabitants and Church (Kruger, 1966, 153).

The quitrent on Vogelstruyskraal was registered as perpetual quitrent in 1831 and formal title was issued in terms of Swellendam Q 6/6, 7 April 1831. The quitrent was redeemed in 1844. The five additional properties were added on to the original Elim in 1832, 1854, 1869/1870, 1887 and (a small piece) in 1931. Details of these properties are given below. From farm registers it would appear that no land has been alienated and that current and original extent are the same.

All properties at Elim were purchased and registered in the name of the Moravian Missionary Institute (either in the person of the superintendent, or the resident missionary at Elim). According to Kruger (1966, 154) inhabitants were given the use of arable land for two years by the mission while they reclaimed their own plots. Marais (1957, 248) states that inhabitants of the Moravian “purchase” institutions (Elim, Wittewater and Goedverwacht) paid an annual rent to the Society.

### 3.2.2 ELIM PROPERTIES

#### Property details and History of acquisition

The Elim mission station, in the district of Bredasdorp, consists of six properties amounting to 6 445.900 hectares of land. All six properties were transferred from the MMS to the EBK/WK in 1959 and are held under a single deed, T18759/1959. All six properties were purchased by the church.

#### 1.

Property name and number	<b>Vogelstruyskraal, Farm 237</b>
Date and deed of acquisition	1824 quitrent, registered as perpetual quitrent in 1831 and redeemed in 1844: Swellendam Q 6/6 1831
Legal cause of transfer	Purchase
Acquired from	Quitrent from private person, perpetual quitrent granted by state
Purchase price	5 000 thaler
Relevant conditions	No relevant conditions found
Original extent	2476.371 hectares (2 891 morg 96sq.rds)
Current extent	2476.371 hectares
Relevant endorsements	No relevant endorsements found

The MMS acquired the lease on Vogelstruyskraal, for 5 000 thaler from the brother-in-law of Seidenfaden (an ex-LMS missionary from Zuurbraak), in 1824. The farm was first granted in perpetual quitrent to the MMS (Rev Hallbeck) on the 7<sup>th</sup> April 1831 in terms of Swellendam Q 6/6 1831.

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#### 2.

Property name and number	<b>Platte Rug, Farm 203</b>
Date and deed of acquisition	T132/1832
Legal cause of transfer	Purchase
Acquired from	Samuel Dyer (private person)
Purchase price	£150
Relevant conditions	No relevant conditions found
Original extent	2517.348 hectares (2 939M)
Current extent	2517.348 hectares
Relevant endorsements	No relevant endorsements found

First granted in favour of Samuel Dyer in 1824. Transferred to the Rev Hallbeck, on behalf of MMS, on 13 March 1832 in terms of T132/1832.

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#### 3.

Property name and number	<b>Farm 238</b>
Date and deed of acquisition	Caledon Freeholds 1/41 1854
Legal cause of transfer	Purchase
Acquired from	State
Purchase price	£367.7s 7p
Relevant conditions	No relevant conditions found
Original extent	878.159 hectares (1 025 morg 150 squ.rds)
Current extent	878.159 hectares
Relevant endorsements	No relevant endorsements found

First granted in favour of Superintendent Kolbing, on behalf MMS, on the 22 May 1854 in terms of Caledon Freeholds 1/41.

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**4.**

Property name and number	<b>Farm 201 (Rem)</b>
Date and deed of acquisition	Whole of Farm 201 initially acquired by van Breda and Belcher (in his capacity as Superintendent MMS) in terms of Bredasdorp Q 1/10 1869. Farm 201 divided in two equal portions between van Breda and Belcher in 1870 with MMS receiving the remainder in terms of T274/1870.
Legal cause of transfer	Purchase
Acquired from	Van Breda and Belcher (for MMS), original farm acquired in 1869 and divided in two equal portions.
Purchase price	Deed indicates that "Van Breda satisfactorily paid" but does not indicate an amount
Relevant conditions	No relevant conditions found
Original extent	184.768 hectares (215 morg 430squ.rds)
Current extent	184.768 hectares
Relevant endorsements	No relevant endorsements found

The property was first granted to HW van Breda and WF Belcher, in his capacity as Superintendent of the MMS, in 1869 in terms of **Bredasdorp Q 1/10, 12 April 1869**. The Deed is unclear on payment for this property, listing it as £90 and £119 in different places. The extent of the Farm 201 was 431 morgen 26squ.rds at that time.

In the following year the property was split in two equal parts between van Breda and the MMS. The church acquired the remainder of Farm 201 on the 21 May 1870 in terms of T274/1870.

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**5.**

Property name and number	<b>Farm 236</b>
Date and deed of acquisition	Bredasdorp Q 2/9/1887
Legal cause of transfer	Purchase
Acquired from	State
Purchase price	£75
Relevant conditions	No relevant conditions found
Original extent	375.521 hectares (438 morg 252squ.rds)
Current extent	375.521 hectares
Relevant endorsements	No relevant endorsements found

The land was leased by the Missionary Institute from 1870. It was first registered and granted to missionary Kurnick, on behalf of MMS, Elim, on the 31 January 1887 in terms of Bredasdorp Q 2/9.

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**6.**

Property name and number	<b>Nieuwe Post, Farm 239/1</b>
Date and deed of acquisition	T7902/1931
Legal cause of transfer	Purchase
Acquired from	Petronella Wyngaard (private person)
Purchase price	£80
Original extent	13.7331 hectares (16 morg 20squ.rds)
Current extent	13.7331 hectares

**History of acquisition**

It was first granted in 1872 to a private person. Subsequent to a number of transfers to private persons, it was transferred to Petronella Wyngaard in 1918 in terms of T1837/1918. It was later transferred to MMS on 19 October 1931, **T7902/1931**.

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**Relevant conditions subject to which any of the above lands were acquired**

No relevant conditions found.

**Further work required and important sources of information**

More detailed evidence is needed on the contribution of residents to the purchase prices of the above properties and the extent to which the taxes of residents enabled the Institution to recover the costs of the purchase prices. The contribution of residents towards the improvements to the property also needs more detailed research. An examination of the minutes of the station and church could provide some insight into this issue. The contribution of residents, or not, however, is only one aspect - the key issue was the purpose for which the land was acquired.

**Documentation in file**

Holding deed T18759/1959

Property 1: Swellendam Q 6/6 1831

Property 2: T132/1832

Property 3: Caledon Freeholds 1/41/1854

Property 4: Bredasdorp Q 1/10/1869 and T274/1870

Property 5: Bredasdorp Q 2/9/1887

Property 6: T7902/1931

### 3.3 CALEDON DISTRICT

#### 3.3.1 GENADENDAL MISSION STATION

##### Context and Purpose of land acquisition

The Moravian missionary enterprise began at Baviaanskloof, later named Genadendal, in 1738, with the work of missionary Schmidt. In the 17<sup>th</sup> century, the area in the western part of Baviaanskloof and surrounding areas was inhabited by Khoi clans. By the late 17<sup>th</sup> century, some individual farmers had received loan place rights for grazing the area. These later became permanent rights (Atwell, Blaney and Smith, vol.1, 1993, 332). Opposition from farmers and the Dutch colonial administration resulted in Schmidt's return to Europe in 1744. In 1792, the Moravians once again resumed their work at Baviaanskloof (Le Grange, 1991, 2).

With the return of the Moravians, the government reserved the places of Baviaanskloof and Sergeantsrivier for the "Hottentots" (Kruger, 1966, 65). The missionaries were granted permission to establish a congregation. The land remained crown land. It was unsurveyed and boundary conflicts with neighbours occurred. At this stage, however, the Colonial government would not relinquish its control over the land, and along with it control over the people living thereon, into the hands of the missionaries. It was not within the political aims of the government to support the establishment of independent settlements of indigenous people.

Apart from land disputes with neighbouring farmers, internal land disputes between inhabitants and the mission led to the missionaries seeking clarification on the tenure rights (see Atwell, Blaney and Smith, Vol. 1, 1993, 33 for details of such disputes). This coincided with the changed political context, the second epoch referred to in Part 1, in which the majority of lands within the colony had been parcelled out to Europeans – in this context mission stations provided farmers with labour reserves rather than threatened them with independent settlements of indigenous peoples. It was also in the wake of the philanthropic movement that had led to the emancipation of slaves in the 1830s and exerted pressure on the colonial government to improve its treatment of "indigenous" people and freed slave subjects.

The possibility of freehold rights being granted to inhabitants was raised and led to much debate. Evidence points towards the church as the major opponent of this proposal as it would lead to the loss of the community's closed, "mission" status (Atwell, Blaney and Smith, Vol. 1, 1993, 33). The outcome of the debate was that a survey was done of Genadendal in 1857 and in 1858 the land was granted in perpetual quitrent to Rev. Kolbing as Superintendent of the Moravian Church Missionary Institution "for the use of and in trust for such persons as may from time to time be lawfully resident at the institution of Genadendal" (**Swellendam Q 834, 1858**).

The grant further specified that "the said United Brethren shall remain in the full and uncontrolled possession of the church, schools, workshops, houses, gardens, plantations of trees, water leadings and other property hitherto occupied by them with the right of grazing such number of horses, cattle, sheep or goats on the common land and of cutting such firewood as may be required for their own use, and with all such rights and privileges as they have hitherto enjoyed."

This provision seemed to some residents to contradict that of the land being held in trust for the benefit of the community and led to huge tension and conflict around land issues – suspicions by inhabitants that land had been let or sold led to the resurvey of the land in 1899 and again in 1906. When the Mission Institution purchased the farm Langgezocht in 1899 in order to protect the water sources of the mission, inhabitants were suspicious of the intentions of the institution and conflict also centred around the use and possession of the forests and oak plantation (Kruger and Schaberg, 1984, 55 –56, 84). Conflict erupted again with the application of Act 29 of 1909 to Genadendal, in terms of which the church would be granted title to the Glebe Lands, the church, school, houses and gardens identified for their use in

1858. The division of the land between the missionaries and the inhabitants was resisted (Kruger and Schaberg, 1984, 83).

Act 29 of 1909 was applied to Genadendal in 1921 and the administration of the land was transferred to the secular authority of the Board of Management. The title to the nine portions of land, the Glebe Lands, was then granted to the Church in 1927 and title to the farm Langgezocht remained with the Moravian church.

### 3.3.2 THE GLEBE LANDS

#### Property details and History of acquisition

The Glebe Lands refer to nine portions of land at Genadendal in the Caledon registration division. These properties were portions of the original Genadendal land and were granted to the church as a consequence of the application of Act 29 of 1909 in terms of Executive Council Decision No 1137 of 17 May 1926 (U.G. No. 33-1947, p39; Annexure K, p72). The nine portions amount to some 68 hectares of land and were granted (free of charge) to the church in 1927. The land was transferred to the EBK/WK in 1954 and is held under holding deed T7932/1954.

Two portions, Glebe land no. 3 comprising 58,8 hectares and Glebe land no. 2 comprising 6,5 hectares, account for most of the land. The remaining, small portions will therefore not be listed. The two larger portions include the historic “werf” which was the mission nucleus at the northern end of the kloof and on which the church and educational buildings were built. It also includes agricultural land and water rights.

Property name and number	<b>Glebe Land No 3: Farm 42</b>
Date and deed of acquisition	Concession to the Genadendal land was granted in 1792. The formal grant was issued in 1858 in terms of Swellendam Folio 834/1858. The Church later acquired Farm 42 of original land in terms of Caledon Q 14/7/1927.
Legal cause	Grant – in form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	The land may not be alienated without consent of the Governor-General; The Church acquired rights to the trust land commonage (subject to rates).
Original extent	58.790 ha (68 morg 382 sq.rds)
Current extent	58.790 ha
Relevant endorsements	The 1980 endorsement proclaimed the mission “core” a national monument.
Property name and number	<b>Glebe Land No 2: Farm 41 (at Berea outpost)</b>
Date and deed of acquisition	A concession to the Genadendal land was granted in 1792. A formal grant that was issued in 1858 in terms of Swellendam Folio 834/1858, then acquired Farm 42 of original land in terms of Caledon Q 14/7/1927.
Legal cause	Grant – in form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	The land may not be alienated without the consent of the Governor-General.
Original extent	6.54 ha (7 morg 386sq.rds)
Current extent	6,54 ha
Relevant endorsements	No relevant endorsements found.

The Genadendal lands were granted by the colonial government to the Moravian Mission Society, in the late 1700s, a grant formalised only in 1858 in terms of **Swellendam Folio 834/1858**.

Act 29 of 1909 was applied to the Genadendal lands in 1921. The Glebe Lands (9 pieces, only the largest two are reflected here) were excised from the mission lands during the process of the application of this Act and granted by the government (in the form of a donation) to the Moravian Mission Society via a grant in terms of **Caledon Quitrent Vol.14 No.7, of 21 Oct 1927**.

In 1954 these lands were transferred (along with similar pieces at Mamre and Enon) from the MMS to the South African based EBK/WK in terms of **T7932/1954**.

A 1980 endorsement to the title deed proclaims the area representing the historic core of the Moravian Mission Station, including the buildings thereon, Farm 42 (Glebe Land No 3) a national monument.

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#### **Relevant conditions subject to which the land was acquired**

Condition 1 of the 1927 grant states that no part of the land shall be mortgaged, sold or alienated without the consent of the Governor-General...and in any case only in accordance with such conditions as the Governor-General may approve, including conditions as to the disposal of the proceeds of such mortgage, sale or alienation.

The remaining conditions granted the MMS rights equivalent to that of registered occupiers of the trust land, i.e. rights to the commonage (grazing and wood collection), subject to rates payment to the Board of Management, as well as the continued use of water, free of charge.

#### **Documentation in file**

Holding deed T7932/1954

Genadendal Deed of Grant: Copy of Swellendam Folio 834/1858 (see also Balie, 1988, 82)

Glebe Lands initial acquisition deed: Caledon Q 14/7, 21 Oct 1927

### 3.3.3 LANGGEZOCHT

#### Property details and History of acquisition

The property Langgezocht lies alongside Genadendal in the Caledon district. It is a substantial piece of land, measuring 1881,323 hectares, is mountainous and was acquired by the Church Mission in order to safeguard the water for the Genadendal settlement rather than for agricultural or settlement purposes (Kruger and Schaberg, 1984, 55–56; Balie, 1988, 117). The land was purchased by the church in 1901, subject to the condition “for Mission Purposes” and is currently held by the EBK/WK in terms of T20975 of 1984.

Property name and number	<b>Langgezocht, farm 32</b>
Date and deed of acquisition	CQ 10/13/1901
Legal cause	Purchase
Acquired from	State
Purchase price	£260
Relevant conditions	“Shall be used for Mission Purposes”
Original extent	1881,3233 ha (2196 morg 265 sq.rds)
Current extent	1881,3233 ha
Relevant endorsements	No relevant endorsements found

Abolished quitrent was first granted in terms of Caledon Quitrents Vol. 10 No.13 of 18 May 1901, in favour of the MMS. The Mission had leased this land from the government prior to this date (Kruger and Schaberg, 1984, 55–56; Balie, 1988, 117).

It was transferred from MMS to locally based Moravian Mission Society of the Western Cape in terms of deed T13284 in 1959.

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#### Relevant conditions subject to which the land was acquired

The land was acquired subject to the condition contained in Caledon Q 10/13/1901, and subsequent deeds, “that the land hereby granted shall be used for mission purposes.” (Condition VI).

#### Further work required and important sources of information

For greater clarity on the circumstances surrounding the lease and purchase of this land the following sources need further consultation: Kruger (1966) with reference to the purchase of the land; The Diary of Genadendal 1895 passim, Doc. Gn. 1895; and, the farm registers.

#### Documentation in file

Holding deed T20975/1984

Deed of acquisition: Caledon Q 10/13, 18 May 1901

### 3.3.4 KARWYDERSKRAAL

#### Property details and History of acquisition

The settlement of Karwyderskraal, an outstation of the Genadendal congregation, is situated on the farm Karwyderskraal in the Caledon registration division. The farm was bequeathed to the Church in 1960 by Ella Gordon and is 749,3849 hectares in extent. It is currently held by the EBK/WK in terms of T9138/1960.

Property name and number	<b>Karwyderskraal, rem farm 584</b>
Date and deed of acquisition	T9138/1960
Legal cause	Bequest
Acquired from	Ella Gordon Dove Colston
Purchase price	nil
Relevant conditions	Subject to certain provisions set out in the will, notably "I give and bequeath my farm...to the Moravian Church...subject to...(g) That the church may on no account sell the farm and all monies derived from whatever source must be kept for improving the farm or for the church on it"
Current extent	749,3849 ha
Original extent	749,3849 ha (874 morg 543 squ.rds)
Relevant endorsements	No relevant endorsements founds

The remainder of the original farm was granted, in favour of M J Louw in terms of Swellendam Freeholds 4(7)/44 on the 24<sup>th</sup> July 1847.

Ella Gordon Dove Colston (known as Ella Gordon) bought the farm on the 26 April 1910 in terms of T2749/1910.

Ella Gordon then bequeathed the property to the EBK/WK on her death in 1958. Formal transfer was registered in June 1960.

Although acquired from a private person, the property has an interesting Moravian history. Karwyderskraal is the remaining extent of portion of Lot B of the Government Farm Attacwas Kloof alias Hemel en Aarde. The government bought the original farm in 1817 for the establishment of a lepers' home. Some of the lepers came from Genadendal and the brethren visited their members every quarter. From 1823 – 1845, at the request of the government, the home was run by the Moravian Mission Society and known as the Moravian Leper Home, Hemel en Aarde (Kruger, 1966, 146-151; Kruger and Schaberg, 1984, 88).

In 1902, a portion of the original farm was bought for £13 000 by three Moravian helpers, or teachers, Dietrich, Jenkin and Oppelt, in an attempt to establish a mission station and provide a home for farm workers. The venture proved uneconomical and the farm was then sold (back to the seller) in 1906.

Ella Gordon bought the remainder of the original farm in 1910. She built a church on the land and it became an outstation of the Genadendal congregation. Ella Gordon bequeathed the farm to the EBK/WK on her death in 1958. A number of people were living on the farm when the church acquired it. These people were not only resident, but had the use of portions of the agricultural land.

#### Relevant conditions subject to which the land was acquired

The deed is issued "subject to certain provisions set out in the said Will, and subject to certain rights of habitation in respect of buildings on the said property which have been waived by the persons entitled thereto".

The will notably states “I give and bequeath my farm...to the Moravian church...subject to...(g) that the church may on no account sell the farm and all monies derived from whatever source must be kept for improving the farm or for the church on it”. The conditions further include rights of ongoing occupancy to various occupants – as set out in detail in the Will.

### **Land issues**

Detailed information on current land use may be found in the document Moravian Church Missions Land Reform Program: Karwyderskraal, for PDLA, WC and LAPC, (Sullivan, Fandane and Associates, 1999). The following is a short summary.

Ten families (including some 46 people) are resident in nine, small, farm worker houses. All families are members of the Moravian Church and the majority are descendents of the residents who occupied the farm when Ella Gordon owned it.

Most of the productive land is leased to a tenant, Mr Leon Titus, who has occupied the land and the new farmstead since 1998. It is unclear, however, whether his 9 year and 11 month lease has been finalised. Mr Titus draws his labour from among the residents.

Residents have access to agricultural plots ranging from a half to one and a half hectares in size (and dating back to the time of Ella Gordon’s ownership). The fact that there is a lack of clarity regarding the contract has created some tension between the residents and Titus as, it is understood, Titus assumes that he has leased all the agricultural land and feels that he loses labour to the plots.

### **Further work required and important sources of information**

Detailed deeds registry documentation surrounding the testament of Ella Gordon should be followed up. The will states that certain rights of habitation have been renounced, however, even if usufructory or habitation rights were renounced by written consent, Extension of Security of Tenure Act (1997) currently protects occupants on the land.

### **Documentation in file**

Holding deed T9138/1960 (including Testament of Ella Gordon)

### **3.4. CLANWILLIAM DISTRICT**

#### **3.4.1 WUPPERTHAL MISSION STATION**

##### **Context and Purpose of land acquisition**

The Rhenish missionaries Johan Leipoldt and Theobald von Wurmb identified a site in the Cedarberg Mountains for a mission soon after their arrival in the Cape in 1829. Although missionary work began there as early as 1830, the RMS first acquired, through purchase, the farm Riedmond (later renamed Wupperthal) in 1832 for the sum of 20 000 guilders (Strassberger, E, 1969, 14, 44; WO Q 5/21 of 31 January 1832 as cited in T18318/1968). The missionaries Leipoldt and von Wurmb had visited Genadendal and the administration of Wupperthal was based on the methods and concepts established by the Moravians (Kruger, 1966, 187).

On the arrival of the missionaries at Riedmond, there were seven workers, who had worked for Lubbe – the previous owner - living in the area (Strassberger, 1969, 45) and the number of inhabitants grew steadily with the mission enterprise. Many of the new inhabitants had lived on the nearby farms of Beukeskraal, Heuningvlei and Biedeau (Bidouw).

Between 1832 and 1885, the RMS acquired some 15 farms in the Cedarberg. Some were grants and some transfers. Strassberger states that “its [Wupperthal’s] borders were constantly shifted as new ground was acquired. South-east of Wupperthal 17 000 morgen was bought for 500 rijksdalers from the half-caste Dawid Koopman ...The Government gave the institute a further 3 000 to 4 000 morgen north-west of Wupperthal. This area was enlarged in 1844 by a further gift of grazing-land.” (1969,49).

Although it is unclear exactly which properties Strassberger refers to here, two interesting points are raised:

- a) To what extent were the lands acquired from the state gifts or purchases. In all instances a purchase price was paid, but these appear low in many cases and would need to be compared to prices paid for land of similar value at the time.
- b) Some of the properties acquired in the early years had belonged to indigenous people, or people referred to as “half-caste” or “bastard” (Strassberger, 1969, 49, 56). The private persons from whom lands were acquired during these years were the Koopman family, Ockhysen, Sas, Lubbe and Wiese. Evidence certainly indicates that the Koopman and Ockhuysen families were black (Strassberger’s assertion above and the link between Sophia Koopman and Evert Bernadus Ockhuysen in the same reference). Oral histories would be able to account for the remainder. In the context of South African history, in which black people were systematically dispossessed of their rights to land, the circumstances surrounding the purchase of these lands by the church should be examined. The heirs residing thereon disputed the disposal of this land to the RMS in certain cases. (Strassberger, 1969, 52).

Strassberger also notes a direct link between the contribution of residents and the acquisition of properties: “A steady foundation had been laid for the work at Wupperthal...The industries, agriculture and cattle farming showed a profit...the profit was given to the general mission fund. On 28 May 1849 Langkloof, a farm south of Wupperthal, was bought from a farmer... a year later another farm, Eselbank, situated between Wupperthal and Langkloof, was bought for 5,660 rijksdalers. Part of the purchase price was provided out of the 3 rijksdalers which every inhabitant of Wupperthal had to pay annually and which in 1848 amounted to 400 rijksdalers.” (1969, 52).

In 1951, the mission settlement lost some 17 000 morgen of land when Mr Heinie Strassberger, who ran the Wupperthal Institute, received the farm Voegelvallei as a gift from the mission. The land represented about half the area belonging to the mission at the time. It is not clear to what extent the inhabitants of the mission were involved in the decision to give Mr Strassberger the land. The mission managed to purchase back 2 569 morgen of Voegelvallei in 1956, but most was lost to the settlement. Atwell, Blaney and Smith (1993, 26) also provide information on this.

In 1958 and 1959, the Rhenish Mission Society acquired a bundle of properties (eight farms) from the state in terms of T38/1958, T147/1958 and T68/1959. The decision by the state to sell these to the Mission Society was taken in terms of a decision by the Volksraad of 30 May 1956, ratified by the Senate on 7 June 1956 and noted in Executive Council Minute No. 1210 of 8 June 1956. All of the properties issued within the above mentioned title deeds had a stringent racial condition attached stating that none of the land may be sold, leased or worked by non-white people, or held by a company in which the major shareholding was not white.

There is evidence that one of these properties, Brand Hoek, had been first granted (in terms of Clanwilliam Q 22/9, 18 July 1927) in favour of a Moses Lipschitz. This title was cancelled in terms of Minute of Executive Committee No.570 of 28 March 1933. Further research needs to be done into why this title was cancelled, whether other properties sold by the state in terms of the above decision had similarly had previous titles cancelled and the detail of the Executive Council decision noted in order to fully understand the circumstances surrounding the acquisition of these lands by the Church. It also needs to be ascertained whether there were inhabitants resident on the lands prior to their sale to the church.

Wupperthal was the last Rhenish mission station in the Cape Province. In 1966, Wupperthal was finally transferred to the Moravian church, although control was effectively handed over in the 1930s when the RMS began the process of withdrawing (Atwell, Blaney and Smith, 1993, 21). Twenty-eight of the thirty properties of Wupperthal were transferred, in the form of a donation, from the RMS to the EBK/WK in terms of T18318 in 1968. Two properties were transferred in terms of T7052 of 1969. The conditions in terms of which the RMS acquired the various properties continue to apply to the properties despite their transfer to the Moravian Church.

A Wupperthal land claim has been lodged with the Commission for the Restitution of land Rights. Researchers at the Commission were unable to provide detail on the nature of the claim, as research into the claim has not yet been conducted.

### 3.4.2. WUPPERTHAL PROPERTIES

#### Property details and History of acquisition

This mission station, in the Clanwilliam district (although two properties fall within the district of Calvinia, Northern Cape Province) consists of 30 properties amounting to 35 200.904 hectares in extent. Twenty-eight of the properties are held by the EBK/WK in terms of T18318/1968. The remaining two are held in terms of T7052/1969. The majority of these properties were acquired through purchase.

#### Properties held in terms of T18318/1968

1.

Property name and number	<b>Klipskeur, farm 160/2</b>
Date and deed of acquisition	T3394, 10 March 1960
Legal cause	Purchase
Acquired from	Peter Stanley Hough
Purchase price	£102.12.6
Relevant conditions	No relevant conditions found
Original extent	996,223 ha (1163,0889 morg)
Current extent	996,223 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of T3394, 10 March 1960, in favour of the RMS.

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2.

Property name and number	<b>Brand Hoek, farm 162 rem</b>
Date and deed of acquisition	T38/1958, 12 February 1958
Legal cause	Purchase
Acquired from	State
Purchase price	£841-16-10 (including Annex Vogel Valley and Perseel 44, Beukes Kraal extension)
Relevant conditions	Condition b) stated that the land, or any portion thereof, may not be sold, leased or worked by any person who was not white, or any company in which the major shareholding was not white.
Original extent	Approx 2501 ha (2 920 morg 502 sq.rds)
Current extent	2209,338 ha (2579.3991morg)
Relevant endorsements	Portion 1, 341.4376 morg transferred to P Hough, 10.3.1960.

First granted in terms of Clanwilliam Q 22/9, 18 July 1927, in favour of Moses Lipschitz. Title cancelled in terms of Minute of Executive Committee No.570 of 28 March 1933 and sold by the state to RMS in terms of T38/1958.

The decision by the state to sell the land was taken in terms of a decision by the Volksraad of 30 May, 1956 and ratified by the Senate on 7 June 1956 and noted in minute of Executive Council No. 1210 of 8 June 1956. The same decision-making and minute governed the decision regarding the Wupperthal properties transferred in terms of **T68/1959 and T147/1958** listed below.

Aspects related to this land that should be further researched include assessing the impact of the relevant minute concerning cancellation of Q22/9; whether similar cancellations had taken place on the other lands transferred in these deeds and whether these were racially based.

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3.

Property name and number	<b>Poplier Kloof, farm 164/1</b>
Date and deed of acquisition	First acquired (whole held jointly with Lubbe) in terms of Q 11/25 in 2 May 1885. The Church acquired portion 1 in terms of T17366 on 30 November 1956
Legal cause	Purchase
Acquired from	State
Purchase price	Not clear
Relevant conditions	No relevant conditions found
Original extent	658,093 ha (768,3225 morg)
Current extent	658,093 ha
Relevant endorsements	No relevant endorsements found

This property was acquired by both the RMS and GJ Lubbe in terms of Clanwilliam Q11/25 of 2 May 1885 at an annual quitrent of one pound and perpetual quitrent of four pounds ten shillings. The initial extent of the whole property was 1 678 morgen and 500 square roods.

In 1924 Barend Lubbe acquired his portion in terms of T6098. The RMS acquired portion 1 of the farm in 1956 in terms of T17366.

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4.

Property name and number	<b>Perseel 44 Beukes Kraal Extension, farm 166</b>
Date and deed of acquisition	T38/1958
Legal cause	purchase
Acquired from	State
Purchase price	£841-16-10 (including Annex Vogel Valley and Brand Hoek)
Relevant conditions	As with Brand Hoek and Annex Vogel Valley, no alienation was allowed to non-white persons.
Original extent	408 ha (476 morg 204 squ.rds)
Current extent	408 ha
Relevant endorsements	No relevant endorsements found.

Apparently first granted in terms of T38, 12 February 1958, in favour of RMS. See *note to Property 2. Brand Hoek*.

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5.

Property name and number	<b>Beukes Kraal, farm 167</b>
Date and deed of acquisition	T467, 30 January 1860
Legal cause	Purchase
Acquired from	Evert Bernadus Ockhuysen
Purchase price	£550
Relevant conditions	No relevant conditions found
Original extent	1 610,880 ha (1 880 morg 420 squ.rds)
Current extent	1 610,880 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Tulbach Q 2B/65 off 25 October 1825, in favour of Saartje Koopman. Acquired by the Rhenish Mission Society (Johannes Leipoldt) in terms of T467 of 30 January 1860.

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6.

Property name and number	<b>Wupperthal, farm 168</b>
Date and deed of acquisition	Worcester Q 5/21, 31 Jan 1832
Legal cause	Purchase
Acquired from	State
Purchase price	According to Strassburger a purchase price of 20 000 Guilders was paid. This may have been the perpetual quitrent. The deed indicates that an annual quitrent of £4 was to be paid.
Relevant conditions	No relevant conditions established
Original extent	2 613,996 ha (3 051 morg 502 squ.rds)
Current extent	2 613,996 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of WO Q 5/21 of 31 January 1832 in favour of the Rev Theobald von Wurmb on behalf of the Rhenish Mission Society of Barmen, Germany. Transferred to the EBK/WK in terms of T18318/1968.

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7.

Property name and number	<b>Koude Berg Extension, farm 169</b>
Date and deed of acquisition	Clanwilliam Q 11/26, 2 May 1885
Legal cause	Purchase
Acquired from	State
Purchase price	An annual quitrent of £2 was to be paid. Unclear from deed when it was redeemed and for how much. In general, the redemption amount was set at no less than 20 x the annual quitrent.
Relevant conditions	No relevant conditions found.
Original extent	335,187 ha (391 morg 198 squ.rds)
Current extent	335,187 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Clanwilliam Q 11/26, 2 May 1885, in favour of RMS (Rev Gustav Zahn).

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8.

Property name and number	<b>Koudeberg, farm 170</b>
Date and deed of acquisition	Clanwilliam Q 3(1)/28, 1 November 1838
Legal cause	Purchase
Acquired from	State
Purchase price	An annual quitrent of £1. See above for information about redemption of quitrent.
Relevant conditions	No relevant conditions found
Original extent	1 345,086 ha (1 570 morg 232 squ.rds)
Current extent	1 345,086 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Clanwilliam Q 3(1)/28, 1 November 1838, in favour of the RMS.

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9.

Property name and number	<b>Moordenaars Gat, farm 171</b>
Date and deed of acquisition	Clanwilliam Q 19/20, 2 December 1914
Legal cause	Purchase
Acquired from	State
Purchase price	£16.13.3
Relevant conditions	No relevant conditions found
Original extent	81,515 ha (95 morg 101 squ.rds)
Current extent	81,515 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Clanwilliam Q 19/20, 2 December 1914, in favour of the RMS.

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10.

Property name and number	<b>Lot 40 Bidouw River C, farm 173</b>
Date and deed of acquisition	T68, 9 April 1959
Legal cause	Purchase
Acquired from	State (Crown grant)
Purchase price	£689-2-7 (including Bidouw River A and Boontjes Kloof Extension)
Relevant conditions	As with T38/1959, no alienation was allowed to any non-white person.
Original extent	1291,388 ha (1507 morg 416 squ.rds)
Current extent	1291,388 ha
Relevant endorsements	No relevant endorsements found.

Apparently first granted in terms of T68, 9 April 1959, in favour of the RMS. See *note to property 2: Brand Hoek*.

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11.

Property name and number	<b>Lot 30 Bidouw River A, farm 174</b>
Date and deed of acquisition	T68, 9 April 1959
Legal cause	Purchase
Acquired from	State
Purchase price	£689-2-7 (including Bidouw River C and Boontjes Kloof Extension)
Relevant conditions	No alienation non-white persons.
Original extent	2357,069 ha (2751 morg 525 squ.rds)
Current extent	2357,069 ha
Relevant endorsements	No relevant endorsements found.

Apparently first granted in terms of T68, 9 April 1959, in favour of the RMS. See *note to Property 2. Brand Hoek*.

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12.

Property name and number	<b>Boontjes Kloof Extension, farm 175</b>
Date and deed of acquisition	T68, 9 April 1959
Legal cause	Purchase
Acquired from	State
Purchase price	£689-2-7 (including Bidouw River A and C)
Relevant conditions	No alienation to non-white persons.
Original extent	1667,254 ha (1946 morg 310 squ.rds)

Current extent 1667,254 ha  
Relevant endorsements No relevant endorsements found.

Apparently first granted in terms of T68, 9 April 1959, in favour of the RMS. See *note to Property 2. Brand Hoek*.

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13.

Property name and number **Heuning Vley Extension, farm 178**

Date and deed of acquisition Clanwilliam Q 13/19, 27 August 1897  
Legal cause Purchase  
Acquired from State  
Purchase price £40  
Relevant conditions No relevant conditions found  
Original extent 1 004,475 ha (1172 morg 434 squ.rds)  
Current extent 1 004,475 ha  
Relevant endorsements No relevant endorsements found

First granted in terms of Clanwilliam Q 13/19 of 27 August 1897 in favour of RMS.

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14.

Property name and number **Heuning Valley, farm 179**

Date and deed of acquisition T65, 5 December 1868  
Legal cause Purchase  
Acquired from Late Sophia Ockhuysen  
Purchase price £550  
Relevant conditions No relevant conditions found  
Original extent 429,491 ha (501 morg 258 squ.rds)  
Current extent 429,491 ha  
Relevant endorsements No relevant endorsements found

First granted in terms of Tulbach Q 2B/63, 25 October 1825, in favour of Fytje Zwart. Passed to Evert Bernadus Ockuysen, Romanus Ockhuysen and Koopman in 1856. Acquired by the RMS (Leipoldt and Fismer) in terms of T65, 5 December 1868 from the late Sophia Ockhuysen.

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15.

Property name and number **Kleine Valley, farm 290**

Date and deed of acquisition T25, 3 September 1869  
Legal cause Purchase  
Acquired from Late Johannes Jury Sas,  
Purchase price £262.10  
Relevant conditions No relevant conditions found  
Original extent 569,895 ha (665 morg 211 squ.rds)  
Current extent 569,895 ha  
Relevant endorsements No relevant endorsements found

First granted in terms of Tulbach Q 2B/66, 25 October 1825, in favour of Hannes Sas. Acquired by the RMS (Leipoldt and Fismer) in terms of T25, 3 September 1869.

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16.  
Property name and number      **Wupperthal Uitbreiding, farm 291**

Date and deed of acquisition      T147, 8 July 1958  
Legal cause      Purchase  
Acquired from      State  
Purchase price      £855 (including Voorstehoek Extension)  
Relevant conditions      No alienation to non-white persons  
Original extent      3943,905 ha (4604,5045 morg)  
Current extent      3943,905 ha  
Relevant endorsements      No relevant endorsements found.

Apparently first granted in terms of T147, 8 July 1958 in terms of the RMS. See *note to Property 2. Brand Hoek*.

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17.  
Property name and number      **Vaalheuning, farm 292**

Date and deed of acquisition      Clanwilliam Q 17/11, 24 July 1909  
Legal cause      Purchase or donation (see below)  
Acquired from      State  
Purchase price      In consideration of the sum £2.1.0  
Relevant conditions      No relevant conditions found  
Original extent      875,3 ha (1 021 morg 547 squ.rds)  
Current extent      875,3 ha  
Relevant endorsements      No relevant endorsements found

First granted in terms of Clanwilliam Q 17/11, 24 July 1909, in favour of RMS.  
The very low sum against which the land was granted may indicate that the grant was more in the form of a donation than a sale of land at market price.

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18.  
Property name and number      **Vogel Valley Annex, farm 293**

Date and deed of acquisition      T38/1958  
Legal cause      Purchase  
Acquired from      State  
Purchase price      £841-16-10  
Relevant conditions      No alienation to non-white persons  
Original extent      3 082,513 ha (3 598 morg 498 squ.rds)  
Current extent      3 082,513 ha  
Relevant endorsements      No relevant endorsements found.

Apparently first granted in terms of T38 of 12 February 1958 in favour of the RMS. See *note to Property 2. Brand Hoek*.

This property was not listed in deed print out although it is still listed in Moravian Church list of properties.

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19.  
Property name and number      **Agterstefontein annex, farm 294**

Date and deed of acquisition      Clanwilliam Q 16/11, 25 March 1908  
Legal cause      Purchase or donation? (See below)  
Acquired from      State  
Purchase price      In consideration of the sum £10  
Relevant conditions      No relevant conditions found

Original extent	85,729 ha (100 morg 53 squ.rds)
Current extent	85,729 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Clanwilliam Q 16/11, 25 March 1908, in favour of the RMS.

The purchase price needs to be compared with the price of other land of a similar value at the time in order to ascertain whether the price paid was market related.

20.

Property name and number	<b>Agterstefontein, farm 295</b>
Date and deed of acquisition	T488, 27 June 1874
Legal cause	Purchase
Acquired from	Johannes Koopman, David Koopman, Jan Koopman, Michael Paul Koopman and van Rooi.
Purchase price	£55
Relevant conditions	No relevant conditions found
Original extent	346,410 ha (404 morg 260 squ.rds)
Current extent	346,410 ha
Relevant endorsements	No relevant endorsements found.

First granted in terms of Worcester Q 5/27 of 31 January 1832 in favour of Schalk Willem Lubbe. It was then acquired by Koopman family subsequent to acquisition by the Rhenish Mission Society (Leipolds and Fismar) in terms of T488/1874. Subsequently the property was transferred to the Rev. Schmolke in his capacity as resident missionary of Wupperthal, in trust for the RMS, on 22 March 1904 in terms of T3269.

21.

Property name and number	<b>Oudekraal, farm 296 rem</b>
Date and deed of acquisition	Clanwilliam Q 13/17, 6 November 1896 (held by RMS in leasehold prior to this)
Legal cause	Purchase
Acquired from	State
Purchase price	£250
Relevant conditions	No relevant conditions found
Original extent	Some 5 675 ha (6 626 morg 119 sq.rds)
Current extent	1158,532 ha
Relevant endorsements	No relevant endorsements found

The RMS leased the land prior to it being granted in terms of Clanwilliam Q 13/17, 6 November 1896, in favour of the RMS. A sizeable portion of the land appears to have been disposed of. Further research may be needed to follow this up.

22.

Property name and number	<b>Vogelvalley, farm 297/1</b>
Date and deed of acquisition	Whole acquired in terms of Clanwilliam Q 3/29, 1838. Later it was sold and Portion 1 was then acquired in terms of T15346, 26 October 1956
Legal cause	Whole: unknown Portion 1: Purchase
Acquired from	Whole: State Portion 1: Wupperthal Institute
Purchase price	Whole: unknown Portion 1: £1 500

Relevant conditions	No relevant conditions found
Original extent	Whole: unknown (some 20 000 morg) Portion 1: 2569,596 ha (3 000 morg)
Current extent	2569,596 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Clanwilliam Q 3/29, 1 November 1838 to Leipoldt and Heifele, missionaries of the RMS. The property was then given as a gift from the mission to Heinie Strassberger (who owned the Wupperthal Institute) in 1951 in terms of T20059. Portion 1 was then re-acquired by the RMS in terms of T15346 of 1956.

The original deed of grant is required to clarify the unknown factors referred to above.

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23.

Property name and number	<b>Ezelsbank, farm 299 rem</b>
Date and deed of acquisition	T206, 21 November 1851
Legal cause	Purchase
Acquired from	BJ Lubbe
Purchase price	£450 (with Voorstehoek, property 25 below )
Relevant conditions	No relevant conditions found
Original extent	Some 2 284 ha (2 666,4113 morg)
Current extent	1 822,901 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Worcester Q 5A/23, 31 January 1832, in favour of Barend Lubbe and then in favour of Sophia van Wyk (his widow) in terms of Clanwilliam Q 3/33, 1 November 1838. Acquired by the RMS (Leipoldt) in terms of T206 of 21 November 1851.

It would appear that the original extent includes Voorstehoek (some 400ha) and thus the extent has remained unchanged. (see notes for Property 25).

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24.

Property name and number	<b>Voorstehoek Uitbreiding, farm 300</b>
Date and deed of acquisition	T147, 8 July 1958
Legal cause	Purchase
Acquired from	State
Purchase price	£855 (including Wupperthal Extension)
Relevant conditions	No alienation to non-white persons
Original extent	1071,820 ha (1251,3481 morg)
Current extent	1071,820 ha
Relevant endorsements	No relevant endorsements found.

Apparently first granted in terms of T147, 8 July 1958, in favour of the RMS. See *note to Property 2. Brand Hoek*.

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25.

Property name and number	<b>Voorstehoek, farm 301</b>
Date and deed of acquisition	T206/1851
Legal cause	Purchase
Acquired from	BJ Lubbe
Purchase price	£450 (with Ezelsbank)
Relevant conditions	No relevant conditions found
Original extent	460,966 ha
Current extent	460,966 ha

Relevant endorsements                      No relevant conditions found

First granted in terms of Clanwilliam Q 3/33, 1 November 1838, in favour of S van Wyk.  
Acquired by the RMS in terms of T206/1851.

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26.

Property name and number	<b>Lange Kloof, farm 303</b>
Date and deed of acquisition	T98, 7 September 1848 (T1469?)
Legal cause	Purchase
Acquired from	Petrus Jacobus Wiese
Purchase price	£180
Relevant conditions	No relevant conditions found.
Original extent	1066,181 ha (1244 morg459 squ.rds)
Current extent	1066,181 ha
Relevant endorsements	No relevant endorsements found.

First granted in terms of Worcester Q 5II/35, 31 January 1832, in favour of JG Zandberg. Two subsequent transfers took place, the last of which was to Petrus Jacobus Wiese on 4<sup>th</sup> November 1847. It was then transferred from Wiese to the RMS (Leipoldt) in terms of T98, 7 September 1848. The property now appears to be now listed as title deed T1469.

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27.

Property name and number	<b>Voetpad, farm 1113 (Calvinia district) Portion 1 of portion 7 of Voetpad</b>
Date and deed of acquisition	T21667, 24 August 1965
Legal cause	Purchase
Acquired from	Amory Jooste Hough
Purchase price	R1 000
Relevant conditions	No relevant conditions found
Original extent	890,083 ha (1039,1713 morg)
Current extent	890,083 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of T12092, 12 May 1965, in favour of Amory Jooste Hough. Acquired by the RMS in terms of T21667, 24 August 1965.

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28.

Property name and number	<b>Goeiemoed (Calvinia). Property number is unlisted. Part of Moedveloren or Tweefontein</b>
Date and deed of acquisition	T7361, 5 December 1932
Legal cause	Purchase
Acquired from	Johannes Daniel Louw
Purchase price	£30
Relevant conditions	No relevant conditions found
Original extent	Some 117,34 ha (137 morg 72 squ.rds)
Current extent	
Relevant endorsements	No relevant endorsements found

First granted in terms of T439, 21 January 1927, in favour of JD Louw. Acquired by the RMS in terms of T7361, 5 December 1932.

This property is listed in T18318 (para 24), but is not found on the list of properties owned by the Church. It lies in the Calvinia district.

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### Properties held in terms of T7052/1969

1.

Property name and number	<b>Grasvallei, farm 288 rem</b>
Date and deed of acquisition	T7052/1969
Legal cause	Purchase
Acquired from	Wupperthal Institute
Purchase price	Portion of R3 000 (price included Kouberg annex, farm 289 below)
Relevant conditions	No relevant conditions found
Original extent	131,831 ha
Current extent	131,831 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Tulbach Q 2B/68, 25 October 1825, in favour of JC Baerwinkel. Acquired by the Wupperthal Institute in terms of T8023, 27 May 1952. Acquired by the EBK in terms of T7052/1969.

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2.

Property name and number	<b>Kouberg Annex, farm 289</b>
Date and deed of acquisition	T7052/1969
Legal cause	Purchase
Acquired from	Wupperthal Institute
Purchase price	Portion of R3 000 (including Grasvallei, farm 288 rem discussed above)
Relevant conditions	No relevant conditions found
Original extent	Some 458 ha (544,9605 morg)
Current extent	458 ha
Relevant endorsements	No relevant endorsements found

Acquired by the Wupperthal Institute in terms of T233/1958. Transferred to the EBK in 1969 in terms of T7052.

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### Further work required and important sources of information

The circumstances surrounding a number of the purchases of land for Wupperthal needs further research. Of enormous value would be copies of the farm registers for each property. The relevant government minutes also need to be examined.

## Documentation in file

**Holding deeds** T18318/1968 and T7052/1969

## Deeds of acquisition

1. Klipskeur: T3394/1960
2. Brandhoek (*in terms of T38/1958*)
4. Beukes Kraal ext (*in terms of T38/1958*)
18. Vogel Valley annex (*in terms of T38/1958*)
3. Poplier Kloof: T17366/1956 and Cwm Q 11/25, 2 May 1885
5. Beukes Kraal: T467/1860
6. Wupperthal farm: W Q 5/21, 31 Jan 1832
7. Koude Berg ext: CQ 11/26, 2 May 1885
8. Koude Berg farm: CQ 3(1)/28, 1 Nov 1838
9. Moordenaars Gat: CQ 19/20, 2 Dec 1914
10. Bidouw River C (*in terms of T68/1959*)
11. Bidouw River A (*in terms of T68/1959*)
12. Boontjes Kloof ext (*in terms of T68/1959*)
13. Heuning Vley ext: CQ 13/19, 27 Aug 1897
14. Heuning Valley: T65/1868
15. Klein Valey: T25/1869
16. Wupperthal Uitbreiding: T147/1958
24. Voorstehoek uitbreiding: T147/1958
17. Vaalheuning: CQ 17/11, 24 July 1909
19. Agterstefontein annex: CQ 16/11, 25 March 1908
20. Agterstefontein: T488/1874
21. Oudekraal: CQ 13/17, 6 Nov 1896
22. Vogelvalley: T15346/1956
23. Ezelbank: T206/1851
25. Voorstehoek: T206.1858
26. Lange Kloof: T98/1848
27. Voetpad: T21667/1965
28. Goeiemoed: T7361/1932

## Outstanding documentation

22. Vogelvalley: need original grant of whole: Clanwilliam Q3/29, 1 Nov 1838  
Farm registers for all properties.

## 3.5 HUMANSDORP DISTRICT

### 3.5.1 Clarkson Mission Station

#### Context and Purpose of land acquisition

The Clarkson mission dates back to 1838. In 1837 some 2 000 Mfengu people, a grouping of disparate peoples and splinter groups fleeing southwards as a result of war, settled on land in the Tsitsikamma area. The land had been made available by Governor Stockenstrom in return for services rendered during the Border war of 1834. It was also in the interests of the colonial government to create a settlement of loyal Mfengu people as a buffer zone near the ferociously contested colonial border. Between 1840 – 1858, some 6 224 hectares of land were registered nominally in the name of either the Superintendent of the Moravian Mission (Teutsch) or the Civil Commissioner of Uitenhage district, to be held in trust for and on behalf of the Mfengu and their descendents. This land included the properties of Clarkson and Charlottenberg (see Pienaar, Legal Resources Centre, various sources).

The Moravian mission was established at the request of Governors Stockenstrom and Napier (who took over as Governor in 1838). They believed that the settlement of the Mfengu group would be better secured with the establishment of a Moravian mission. In 1838, Teutsch and the Commissioner of Uitenhage set out to identify land for this purpose (Kruger, 1966, 198 – 200).

The hundred or so Mfengu kraals were dispersed across the Tsitsikamma plain. Teutsch and the Commissioner identified the farm Koksbosch (later renamed Clarkson), in the midst of these kraals, as having good potential for a mission site. The land had good water, pasture and arable land and a large forest. According to Kruger, ten Mfengu kraals were “on the other side of the stream” at Koksbosch (Kruger, 1966, 200). Whether these were on the land of Koksbosch or the adjacent land is not clear.

Although only surveyed and registered in 1841 (Uitenhage Freeholds 9/7, 15 Dec 1841), the availability of the land for mission purposes was officially endorsed in 1838. A letter from John Bell of the Colonial Office to Rev Hallbeck outlined the conditions upon which the land was made available. In essence this letter guaranteed some 500 morgen of land for the “express purpose of the said institution” and stated that “It shall not be in the power of the said society to sell or otherwise dispose of the said buildings, but if the Society shall at any time be fit to relinquish the institution, the lands and all the buildings thereon shall revert to the Government.” It noted that the intention of the government was to guarantee the land adjacent to the institution for the use of the Mfengu group and “other natives of colour” (see Bell letter: Annexure B).

The property of Charlottenberg was also surveyed in 1841, but only registered in 1851 (Uitenhage Freeholds 10/16, 15 November 1851). Both properties were conveyed through a grant to the Superintendent of the MMS on behalf of and “*in trust for the Fingoes, resident at the institution of Clarkson*”. The deeds granted the land in perpetuity, but specifically withheld the grantees right to alienate the land.

No further transfers of these properties took place until they were handed over to the EBK/WK in 1959. Of significance is that the trust clause “on behalf of and in trust for the Fingoes”, appears to have been omitted from the current title deed (definitely so for Charlottenberg, No. 375), in terms of which the Clarkson properties are held. According to this deed, the land now vests in the Superintendent of the EBK/WK, in trust for the said church. The withholding of the power to alienate the land was also removed from the title deed at this point (T1368/1959).

The farm Moravian Mission has a different history of acquisition. It was first surveyed and leased in 1875 and registered as a formal quitrent lease in terms of Humansdorp Quitrents 3/13 8 June 1888, in favour of the MMS. The quitrent was redeemed in 1908. It was transferred, along with the above properties, to the EBK/WK in 1959. As with other properties in the other “purchase” institutions, establishing whether the purchase price laid out by the mission institutions was redeemed by the institution through rent collected from mission

inhabitants may become an important issue. It is asserted by inhabitants that they paid some two thirds of the purchase price of this property (William Uithaler, personal account to Pienaar, K, of Legal Resources Centre and noted in his general documentation on Clarkson). The land has as a result of this been colloquially referred to as “Koopgrond”.

### 3.5.2 CLARKSON PROPERTIES

#### Property details and History of acquisition

The Clarkson mission station situated in the Humansdorp Division comprises three properties, Clarkson, Charlottenberg and the farm Moravian Mission, amounting to a total extent of 1 356.8387 hectares. All of the above properties were transferred from the MMS to the EBK/WK in 1959 and are held under the holding deed T3168/1959. A portion of this land, 188,893 hectares, including the entire residential area of Clarkson, is currently leased to the Clarkson Communal Property Trust under a 99-year lease agreement dated 6/2/1997.

1.	
Property name and number	<b>Clarkson, Farm no 654</b>
Date and deed of acquisition	Uitenhage Freeholds 9/7, 15 Dec 1841
Legal cause	Grant – in the form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	“On behalf of and in trust for the Fingoes” and powers to alienate withheld in original deed of grant. This appears to have been omitted in holding deed.
Original extent	889.1544 ha (1038 morg 52 squ.rds)
Current extent	889.1544ha
Relevant endorsements	188,893 ha in 99-year lease to Clarkson Communal Property Trust, dated 6/2/97

The property was first granted in terms of Uitenhage Freeholds Vol.9 No.7, 15 Dec 1841, in favour of the MMS (Rev Teutsch).

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2.	
Property name and number	<b>Charlottenberg, Farm no375</b>
Date and deed of acquisition	Uitenhage Freeholds 10/16, 15 November 1851
Legal cause	Grant – in form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	“On behalf of and in trust for the Fingoes” and powers to alienate withheld in original deed of grant. This appears to have been omitted in holding deed.
Original extent	462.6843ha (540 morg 110 squ.rds)
Current extent	462.6843ha
Relevant endorsements	No relevant endorsements

First granted in terms of Uitenhage Freeholds Vol.10 No.16, 15 November 1851, in favour of the MMS (Rev Teutsch).

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3.	
Property name and number	<b>Moravian Mission Farm, Farm No 631</b>
Date and deed of acquisition	Humansdorp QTS 3/13, 8 June 1888 (perpetual quitrent of 1888 redeemed in 1908)
Legal cause	Purchase (redeemed quitrent)

Acquired from	State
Purchase price	An annual quitrent of 13 pounds
Relevant conditions	No relevant conditions found
Original extent	647, 642 ha (756 morgen 72 squ.rds)
Current extent	647, 642 ha
Relevant endorsements	No relevant endorsements

The land was first acquired through a perpetual quitrent agreement in terms of Humansdorp QTS Vol.3 No.13, 8 June 1888, and in favour of MMS (Rev Bauer). It was redeemed in 1908.

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### **Relevant conditions subject to which the land was acquired**

As noted above, the farms Charlottenberg and Clarkson were both granted “in trust for and on behalf of the Fingoes” and the powers to alienate were withheld. These conditions were omitted in the holding deed of 1959.

### **Further work required and important sources of information**

A number of factors need to be clarified. These include:

- The issue of the inhabitants contribution towards the redemption of perpetual quitrent issued on the farm Moravian Mission;
- The quitrent register needs to be checked in order to clarify who owned the farm Moravian Mission prior to church.
- The history of acquisition of the outstations of Clarkson should be followed up: Blueilliesbush (founded 1874, became a main station in 1935), Palmietrivier (today Woodlands, founded 1892 – an outstation of Wittekleibosch (1866) along with Snyklip, Doriskraal, Keiskamahoeek) and Kafferbosch (today Eersterivier, founded 1891). These properties are referred to in Kruger and Schaberg (1984, 37). Was any property acquired in these places?

Pienaar, K, general documentation on Clarkson provides an important analysis of the history of land acquisition.

### **Documentation in file**

Holding deed T3168/1959

Property 1: Uitenhage Freeholds Vol.9 No.7, 15 Dec 1841

Property 2: Uitenhage Freeholds Vol.10 No.16, 14 Nov 1851

Property 3: Humansdorp QTS Vol.3 No.13, 8 June 1888 (original needs to be looked at in order to clarify purchase price).

### 3.5.3 ADDITIONAL HUMANSDORP PROPERTIES

#### Property details and History of acquisition

The EBK has five additional properties (over 4 hectares) in the Humansdorp division amounting to some 85.205 hectares. These properties were purchased by the church from private persons and are likely to be the sites of churches and/or schools. Some of them may be old outstations of the Clarkson mission (Kruger and Schaberg, 1984, 37, 110,149, 173). The Kousa mission station (Farm 427/1) is currently the subject of a Department of Land Affairs land reform process. Negotiations with the church are still underway. The land consists of some 10 hectares of residential land and 30 hectares of undeveloped pine forests. Eighteen families currently reside on the land, occupied in the past by many of their forbears. The church building and main congregation are not on this land, but at the nearby town of Thornham (information provided by Albert van Rensburg, consultant to the DLA, Eastern Cape, 8 September 2000). Further work in terms of occupation and use of the land is required in order to establish the relevance of these properties for land reform purposes. A short summary of the property details is included below.

1.

Property name and number	<b>Farm no: 521</b>
Date and deed of acquisition	T13540/1937
Legal cause	Purchase
Acquired from	Harvey
Purchase price	£50
Relevant conditions	No relevant conditions
Original extent	10 morg 487squ.rds
Current extent	7,5475 ha (8 morg 487 squ.rds)
Relevant endorsements	No relevant endorsements found

First granted in terms of Humansdorp QTS 12-13/1913. Acquired by the EBK/WK in terms of T13540 of 1937.

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2.

Property name and number	<b>Farm no 427/1</b>
Date and deed of acquisition	T13602/1938
Legal cause	Purchase
Acquired from	Principle of Maria Schmidt
Purchase price	£200
Relevant conditions	No relevant conditions found
Original extent	42,827 ha (50 morg)
Current extent	42,827 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Humansdorp Q 6/20, 12 September 1898 in favour of C Schmidt. Subsequent transfers and last held by the principle of Maria Schmidt prior to acquisition by the church. Purchased by the EBK/WK in terms of T13602 of 1938.

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3.

Property name and number	<b>Farm 469</b>
Date and deed of acquisition	T6031/1944
Legal cause	Purchase
Acquired from	Petrus Goliath
Purchase price	£80
Relevant conditions	No relevant conditions found

Original extent	12, 280 ha (14 morg 3369 squ.rds)
Current extent	12, 280 ha
Relevant endorsements	No relevant endorsements found

The property was first granted in terms of Humansdorp Q 14/11, 29 August 1919 in favour of William Thorne (Rem extent of Lot 3). Last held by Petrus Jakobus Goliath prior to transfer to the EBK/WK who purchased the property in terms of T6031 of 1944.

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4.

Property name and number	<b>Farm no: 621</b>
Date and deed of acquisition	T2379/1955
Legal cause	Purchase
Acquired from	Estate of Damon Boschman
Purchase price	£160
Relevant conditions	No relevant conditions found
Original extent	13.976 ha (16 morg 190squ.rds)
Current extent	13.976 ha
Relevant endorsements	No relevant endorsements found

Property was first granted in terms of Humansdorp Q 8/33, 15 July 1901 in favour of the late Damon Boschman (Lot no 141). No subsequent transfers were made until the purchase of the property by the EBK/WK from the estate of Boschman in terms of T2379 of 1955.

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5.

Property name and number	<b>Farm no: 519</b>
Date and deed of acquisition	T11123/1962
Legal cause	Purchase
Acquired from	Estate of Britz
Purchase price	R280
Relevant conditions	No relevant conditions found
Original extent	8.575 ha (10M 7SQR)
Current extent	8.575 ha
Relevant endorsements	No relevant endorsements found

The property was first granted in terms of Humansdorp Q 14/3, 23 November 1917 in favour of Klass Britz. No subsequent transfers took place until the acquisition by the EBK/WK who purchased the property from the estate of Britz in terms of T11123 of 1962.

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## **3.6 MALMESBURY/CAPE TOWN DISTRICT**

### **3.6.1 MAMRE MISSION STATION**

#### **Context and Purpose of land acquisition**

The Mamre mission station was established in 1808 on the old Dutch East India Company farm of Groenekloof. The concession included Louwskloof and Cruywagenskraal which were lands occupied by Khoi clans (Kruger, 1966, 102). Groenekloof had been in use by the colonial authorities for some hundred years and was leased to a colonial farmer prior to the Mamre grant. The property had existing buildings.

An additional piece of land, the farm Laatste Suiwer, was leased in 1821 and then purchased by the mission institution in 1842. Certain of the residents of Mamre challenged the nature of the institution's rights to this land in the case *Moravian Church Mission Society vs September*, June 14 1909 (494). As with many of the "purchase" properties within the mission institutions, the argument of the inhabitants was that they had made substantial contributions towards the redemption of the purchase costs. The case was initially won by September and then overturned in the supreme court (Kruger, 1966, 212).

The process around the Mamre grant is illustrative of both the contested and collaborative position the missions held in colonial society. Mamre was in fact established at the request of Governor Lord Caledon. The aims of the state were manifold: they desired a place to house the families of the "Hottentot" soldiers; they wished to prevent the spread of Islam and to integrate the "Hottentots" as useful labourers into the economy of the colony (Kruger, 1966, 101, 119). The Moravians, who saw their missionary-purpose as being the gathering of "congregations from amongst the heathen" (Kruger, 1966, 119), were highly aware, and wary of, being harnessed to the secular and political purpose of the government. With the establishment of Mamre they tried to assert certain conditions before accepting the land of Groenekloof and establishing a mission. These included that a formal grant be made, that they have the right to eject people and that they should not be forced to take in dependents of soldiers (Kruger, 1966, 101).

Somerset, who followed Caledon as Governor of the Cape, felt strongly that it would be dangerous to cede the control over the "Hottentots" to the missions and that it was therefore better that the land remained the property of the government (Kruger, 1966, 119). It was only when La Trobe visited the Cape around 1819/1820 that he was finally able to get Somerset to issue a diagram on Groenekloof. A formal grant was only issued in 1858 (*Moravian Church Mission Society vs September*, June 14, 1909, 494).

Act 29 of 1909 was applied to the lands at Mamre (Groenekloof, 4 606 morgen and Laatste Suiwer, 1 200 morgen) in terms of Proclamation 64 of 1911. The Mamre Board of Management bought the farm Laatste Suiwer (presumably from the church), for 1 000 pounds (UG 33-1947, 40).

The Act made provision for the grant of ten portions of the original Mamre grant land, to the church in terms of Malmesbury Q 8/23, of 17<sup>th</sup> May 1912. These portions, known as the Mamre reserves, and 57 hectares in extent, are similar to those of the Genadendal Glebe lands and Enon Mission Site.

### 3.6.2 MAMRE RESERVES

#### Property details and History of acquisition

The Mamre reserves consist of ten portions, containing together some 57 hectares (67 morgen and 74 squ.rds) of land in the Malmesbury registration division. This land was part of the original Mamre grant lands and was re-granted to the church with the application of Act 29 of 1909 to Mamre (Proclamation 64/1911) in terms of Malmesbury Q 8/23 of 1912. The land is currently held by the EBK/WK in terms of T7932 of 1954 (along with Glebe lands and Enon Mission Site).

[Note: The Government report on Mission stations, UG 33-1947, 40, contains an error and indicates that this land is 6 morgen in extent. This is corrected in Annexure L with the copy of the actual grant Malmesbury Q 8/23/1912.]

Of the ten portions, only the two largest, containing together some 56 ha of the total lands, are listed here.

1.	
Property name and number	<b>Mamre reserve, farm 973</b>
Date and deed of acquisition	Concession of 1808 formalised via grant of 1858, portion Mamre reserve farm 973 re-granted to MMS in terms of Malmesbury Q 8/23 of 1912.
Legal cause	Grant – in the form of a donation
Acquired from	State
Purchase price	Nil
Relevant conditions	Powers to alienate the land withheld in terms of Condition 1 of T7932/1954. Rights to the commonage and water were acquired. Further rights to four sowing fields for, or on behalf of, its employees resident at Mamre were also acquired. These rights were subject to rates payments to Mamre Board of Management.
Original extent	50.884 ha
Current extent	50.884 ha
Relevant endorsements	No relevant endorsements found

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2.	
Property name and number	<b>Mamre reserve, farm 972</b>
Date and deed of acquisition	The concession of 1808 was formalised via a grant in 1858, and the portion Mamre of reserve, farm 973, was re-granted to MMS in terms of Malmesbury Q 8/23 of 1912.
Legal cause	Grant – in form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	Powers to alienate the land was withheld in terms of Condition 1 of T7932/1954. Rights to the commonage and water were acquired. Further rights to four sowing fields for, or on behalf of, its employees resident at Mamre were also received but were subject to rates payments to Mamre Board of Management.
Original extent	5,139 ha
Current extent	5,139 ha
Relevant endorsements	No relevant endorsements found

Use of the farm Groenekloof (and lands of Louw'skloof and Cruywagenskraal) was granted by the Government to the Moravian mission institute in 1808. It was not until 1858, however, that

this grant was formalised. The farm Laaste Suiwer was added to this land in 1842 when the Institute purchased the property from the state.

With the application of Act 29 of 1909 to these lands in 1912, ten portions were granted to the MMS by the government in terms of Malmesbury Q 8/23 of 17 May 1912. In 1954 this land was transferred to the EBK/WK in terms of T7932/1954.

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#### **Relevant conditions subject to which the land was acquired**

The Mamre reserve lands were acquired subject to the restrictive condition that the land could not be alienated without the consent of the Governor-General. The title also gave the mission institution rights to the trust lands, including rights of grazing and wood cutting on the commonage, the right to continue to cultivate its four sowing lands for and on behalf of its employees resident at the mission and an ongoing right to water, as before. The conditions stipulate that the church pay annual rates to the Mamre Board of Management.

#### **Documentation in file**

Holding deed T7932/1954

Copy of M QTS 1912 in UG 33-1947, 72

#### **Outstanding documentation**

Original Mamre grant of 1858

### 3.6.3 PELLA MISSION AND PROPERTIES

#### Property details and History of acquisition

The land comprising the Pella Mission Station, some 126,6 hectares in extent, was bought by the MMS in 1880 for the sum of four hundred pounds. When the land alongside the farm Katzenberg, in turn a farm alongside Mamre and an outstation of that mission, came up for sale the mission institution decided to buy it to service the growing congregation of Katzenberg whose members were dispersed on various farms. (Kruger and Schaberg, 1984, 14–15). According to Kruger, the original land was known as Cabano se plaas, a name probably referring to the land of a Khoi captaincy.

In one of the first transfers of MMS land to the South African EBK, Pella was transferred in terms of T9989/1936.

1.

Property name and number	<b>Pella Farm No 11</b>
Date and deed of acquisition	T 612/1880
Legal cause	Purchase
Acquired from	J Ausserhoffer
Purchase price	As part of a total £400 for all four portions
Relevant conditions	No relevant conditions found
Original extent	54, 8323 ha (64 morg 10 squ.rds)
Current extent	54, 8323 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Cape Q 1B/29, 15-10-1813 in favour of J Ausenhoffer. Extent 64 morg 10 squ.rds.

Transferred to William Theodore Bauer, MMS, in terms of T 612/1880 , 27-10-1880.

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2.

Property name and number	<b>Pella Farm No 7</b>
Date and deed of acquisition	T 612/1880
Legal cause	Purchase
Acquired from	JF Smith
Purchase price	As part of a total £400 for all four portions
Relevant conditions	No relevant conditions found
Original extent	6,424 ha (7 morg 300squ.rds)
Current extent	6,424 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Cape Q 1B/30, 15-10-1813 in favour of JF Smith.

Transferred to William Theodore Bauer, MMS, in terms of T 612/1880 , 27-10-1880.

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3.

Property name and number	<b>Pella Farm No 9</b>
Date and deed of acquisition	T 612/1880
Legal cause	Purchase
Acquired from	J Ausserhoffer
Purchase price	Part of a total £400 for all four portions
Relevant conditions	No relevant conditions found
Original extent	66 ha (77 morg 101squ.rds)
Current extent	2,2855 ha

Relevant endorsements                      No relevant endorsements found

First granted in terms of Cape Q 6/59, 31-12-1832 in favour of J Ausenhoffer.  
Transferred to William Theodore Bauer, MMS, in terms of T 612/1880 , 27-10-1880.

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4.

Property name and number	<b>Pella Farm No 8</b>
Date and deed of acquisition	<b>T 612/1880</b>
Legal cause	Purchase
Acquired from	JF Smith
Purchase price	Cost part of a total £400 for all four portions
Relevant conditions	No relevant conditions found
Original extent	43,9 ha (51 morg 182 squ.rds)
Current extent	43,9 ha
Relevant endorsements	No relevant endorsements found

First granted in terms of Cape Q 6/60, 31-12-1832 in favour of JF Smith. Extent 51 morg 108 squ.rds.

Transferred to William Theodore Bauer, MMS, in terms of T 612/1880 , 27-10-1880.

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#### **Further work required and important sources of information**

Follow up work is need in order to establish where and how the some 60 hectares of land was alienated in terms of Farm No 9.

#### **Documentation in file**

Holding deed T9989/1936

Deed of acquisition: T 612/1880 (Reg. division: Cape), 27-10-1880.

Property 1: Cape Quitrents Vol. 1B, No 29, 15-10-1813

Property 2: Cape Quitrents Vol.1B, No.30, 15-10-1813

Property 3: Cape Quitrents Vol.6 No.59, 31-12-1832

Property 4: Cape Quitrents Vol.6 No.60, 31-12-1832

## **3.7 PIKETBERG DISTRICT**

### **3.7.1 WITTEWATER/GOEDVERWACHT MISSION STATIONS**

#### **Context and Purpose of land acquisition**

The liberation of the slaves in 1838 led to the establishment of the settlements of Wittewater/Goedverwacht (Kruger, 1966, 217–219). After liberation, most slaves continued in wage labour, but a few were able to eke out a precarious existence on pieces of available land, such as in the valleys of the Cedarberg and Piketberg mountains. To these communities the establishment of a mission (or a move into a mission settlement) would have been one of the only ways in which to retain their access to a livelihood with some degree of independence from the colonial farmers.

Hendrik Burger, bequeathed the farm of Goedverwacht, on his death in 1842 to his six slaves. According to Kruger, Burger's will stipulated that the farm should be sold after the death of the legatees and the profit should be divided among their children (1966, 218). After Burger's death more people moved into the valley and settled on Goedverwacht.

The Moravians were reluctant to start a mission here, as desired by the inhabitants, because of the complicated property rights. They were able to send a Moravian teacher, however, who settled at Goedverwacht in 1846. The missionaries from Groenekloof (Mamre) visited twice a year.

In 1856 an advocate informed the church that it would be safe to erect buildings on the land, as they would be able either to purchase the land on the death of the last legatee, or recover their expenses. A missionary was thus sent to Goedverwacht in 1858 (Kruger, 1966, 261). When a neighbour, however, offered his farm Wittewater for sale, it seemed safer to build the station on mission property and serve Goedverwacht from there. The church bought Wittewater in 1860 for eighteen hundred pounds (Kruger, 1966, 262).

On the death of the last legatee of Goedverwacht, in 1888, all the heirs agreed to sell the farm to the Moravian Mission. In brief interviews conducted by SPP, it was found that residents of Goedverwacht contest this account by Kruger and Schaberg. The church purchased the property in 1889 for the sum of 750 pounds (Kruger and Schaberg, 1984, 11). They could then establish a station here.

The properties of Ezelsfontein and Wolwe Kloof were acquired by the Moravian Mission Society from the Government in 1884 for the sum of three hundred pounds each.

Kruger notes that, with the establishment of Wittewater, the Brethren intended to establish a settlement of the Rhenish type from the beginning and that this meant that inhabitants were required to sign a contract and to pay a rent (Kruger, 1966, 262). This supports the statement by Marais (1957, 248) that inhabitants of the Moravian "purchase" institutions, including Wittewater and Goedverwacht, were asked to pay an annual rent to the Society and it is probable that in this way they were able to recover the full purchase price of the institutions in the course of time.

## GOEDVERWACHT AND WITTEWATER

### Property details and History of acquisition

The Mission stations of Wittewater and Goedverwacht are comprised of the properties Wittewater and Ezelsfontein (Wittewater) and Goedeverwachting and Wolf Kloof (Goedverwacht). These properties were all purchased by the MMS and subsequently transferred to the EBK/WK in terms of T18760 in 1959. This remains the holding deed for the properties Wittewater, Ezelsfontein and Wolf Kloof. A piece of Goedeverwachting, however, was swapped with a portion of a neighbouring property and the new parcel, now named Goedverwacht, was consolidated under holding deed T26909/1965.

#### 3.7.2 WITTEWATER PROPERTIES

The Mission comprises the properties Wittewater and Ezelsfontein.

1.

Property name and number	<b>Wittewater, Farm 148</b>
Date and deed of acquisition	T16/1860
Legal cause	Purchase
Acquired from	Nicolaas Jacobus Marais according to T16/1860 (indicated as Liebenberg in farm register)
Purchase price	£1 800
Relevant conditions	No relevant conditions found
Original extent	Some 1 648,8 ha (1 925 morg 349 squ.rds)
Current extent	1551,1476 ha amended to 1 328,6075 ha on holding deed.
Relevant endorsements and/or alienations	a) <b>Portion 6:</b> 122,9 ha sold to Gideon Kotze in terms of T5633/1940. Currently held by Moravia Boerdery in terms of T70931/1992 (purchase price R300 000).  b) <b>Portion 8:</b> 170,6 ha sold to Gerhard Kretschmer in terms of T11154/1954. Currently held by Lizabel Beleggings in terms of T7782/1997 (purchase price R8 550 000).  c) <b>Leased area no 1:</b> 490,9518 ha <b>Leased area no 2:</b> 81,2221 ha Both leased to the Wittewater Boerdery in terms of 99-year lease agreement of 1/7/1995.  d) The 10-year lease agreement concluded with FI Smith in Jan 1986 will have lapsed in 1995.

First granted in terms of CQ 5B/63, 21 Nov 1831 in favour of Andries Liebenberg. Acquired by MMS 3 Dec 1860 in terms of T16/1860.

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2.

Property name and number	<b>Ezelsfontein, farm 147</b>
Date and deed of acquisition	Piketberg Q 2/4 1884
Legal cause	Purchase
Acquired from	State
Purchase price	£300
Relevant conditions	No relevant conditions found
Original extent	3 396,1465 ha (3 694 morg 598 squ.rds)
Current extent	3 396,1465 ha
Relevant endorsements and/or alienations	No relevant endorsements found

First granted in terms of Piketberg Q 2/4 of 19<sup>th</sup> June 1884 in favour of Rev Benno Marx, resident missionary at Wittewater and Goedverwacht, on behalf of the MMS.

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### **Further work and important sources of information**

With regard to the sale of the land further research is needed to establish the reasons why the land was sold, how the approval for the sale was obtained and whether the price was adequate. It also needs to be clarified what circumstances surrounded the preceding lease of land and terms pertaining to it.

### **Documentation in file**

Copy of farm registers for Wittewater.

Property 1: Deed of acquisition T16/1860

Subsequent transfers of portions: T18760/1959; T5633/1940; T70931/1992

Property 2: Deed of acquisition Piketberg Q 2/4 1884

### 3.7.3 GOEDVERWACHT PROPERTIES

The mission station comprises the properties Goedverwacht and Wolwekloof.

1.

Property name and number	<b>Goedverwacht, farm no 146 (143 in farm register)</b>
Date and deed of acquisition	T237/1889
Legal cause	Purchase
Acquired from	Legatees of estate of Burger
Purchase price	£750
Relevant conditions	No relevant conditions found
Original extent	Some 779,5 ha (910 morg 350 squ.rds)
Current extent	780,278 ha (910,9731 morg)
Relevant endorsements and/or alienations	A portion of Goederverwachting (3,2679 morg) exchanged for a portion of the farm Ouwinkel-werf, in 1965 in terms of T26906/1965 and T26907/1965, resulting in the consolidation of Goedverwacht under T26909/1965.

First granted in favour of HS Burger in terms of CQ5B/71, 21<sup>st</sup> November 1831. Held by legatees of Burger's estate until the death of the last remaining legatee in 1888. Sold to the MMS in 1889 in terms of T237/1889. Transferred to the EBK/WK in terms of T18760/1959 and re consolidated after land swap in terms of T26909/1965.

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2.

Property name and number	<b>Wolf Kloof, farm 141</b>
Date and deed of acquisition	Piketberg Q 2/5 1884
Legal cause	Purchase
Acquired from	State
Purchase price	£300
Relevant conditions	No relevant conditions found
Original extent	3 111,264 ha (3 632 morg 238 squ.rds)
Current extent	3 111,264 ha
Relevant endorsements and/or alienations	No relevant endorsements found

First granted in terms of Piketberg Q 2/5 of 19<sup>th</sup> June 1884 in favour of Rev Benno Marx, resident missionary at Wittewater and Goedverwacht, on behalf of the MMS. Transferred to the EBK/WK in terms of T18760/1959.

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#### **Further work required and important sources of information**

There are different understandings of the history of the Church's acquisition of the land and clarity is, therefore, needed with regard to the circumstances under which the children of the legatees of Burger's farm Goedverwacht decided to sell their land to the Church.

Clarity is also needed with regard to the land swap between the EBK/WK and Boonzaaier, owner of Ou-winkel werf, in order to evaluate what the purpose of the land swap was and if it was "fair".

#### **Documentation in file**

Copy of farm registers for Goedverwacht and Wolf Kloof

Property 1: deeds relating to land swap and consolidation: T26909/1965; T26906/1965 and T26907/1965

Property 2: Deed of acquisition Piketberg Q 2/5 1884  
Holding deed: T18760/1959

**Outstanding documentation**

Property 1: Deed of acquisition T237/1889.

Copy of Burger's will

### 3.7.4 GENADENBERG MISSION AND PROPERTIES

#### Property details and History of acquisition

The Genadenberg mission station, in the Piketberg registration division, consists of two portions of land, Voorste Valley farm 152/11 and Voorste Valley farm 152/20, and is 290,9949 ha in extent. The land was purchased by the Moravian church in 1953 in terms of T6576/1953 for the sum of £4 500. The land lies adjacent to Ezelsfontein (property of Wittewater mission station).

The acquisition of this property occurred at a time when the church was emphasising growth and expansion of its membership through the establishment of new congregations (Kruger and Schaberg, 1984, 135). The Church acquired this particular property for its growing membership in the Piketberg area among farm workers on *Bo-op die Piketberg*. However, some residents from Goedverwacht resettled at Genadenberg since it was closer to their places of work on the surrounding farms.

While a few residential houses were built during the early 1950s, such development was constrained by the zoning of the property as agricultural lands. The surrounding farmers also encouraged its workers as well as the Church to rather ensure that potential congregants of Genadenberg remain living on the farms in the area. This has resulted in Genadenberg having a large, scattered congregation, residing on the surrounding farms, with only some residential houses on the property (Jannecke, "Genadenberg", 1999, 3– 4).

1.

Property name and number	<b>Voorstevallei, farm 152/11</b>
Date and deed of acquisition	T6576/1953
Legal cause	Purchase
Acquired from	WHS Versveld (private person)
Purchase price	£4 500 (together with farm 152/20)
Relevant conditions	No relevant conditions found
Original extent	264,325 ha (308,5993 morg)
Current extent	264,325 ha
Relevant endorsements and/or alienations	No relevant endorsements found

Farm 152/11 was held by Versveld in terms of T14321/1947. It was later purchased by the Broederkerk (WK) and transferred in terms of T6575/1953. The title is endorsed and registered in the name of the EBK/WK in 1959.

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2.

Property name and number	<b>Voorstevallei, farm 152/20</b>
Date and deed of acquisition	T6576/1953
Legal cause	Purchase
Acquired from	WHS Versveld (private person)
Purchase price	£4 500 (together with farm 152/11)
Relevant conditions	No relevant conditions found
Original extent	22,843 ha (26,6697 morg)
Current extent	22,843 ha
Relevant endorsements and/or alienations	No relevant endorsements found

Farm 152/20 was held by WHS Versveld in terms of T5380/1945. It was then purchased by the Broederkerk (WK) and transferred in terms of T6575/1953. The title was endorsed and registered in the name of the EBK/WK in 1959.

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**Further work required and important sources of information**

Initial land reform facilitation and research work was done at Genadenberg on behalf of Department of Land Affairs and is contained in the report of Jannecke, C "Genadenberg Moravian Mission Station", March 1999.

**Documentation in file**

Holding deed: T6575/1953

## **3.8 UITENHAGE DISTRICT**

### **3.8.1 ENON MISSION STATION**

#### **Context and Purpose of land acquisition**

The mission of Enon was established in 1818. The motive for the establishment of the station was the desire for expansion and the motivation of “bringing the gospel nearer to the Bantu” (Kruger, 1966, 133). This suited the purposes of Governor Somerset, who had instructions from Britain to settle more colonists in the Zuurveld in order to “expand civilisation” as the colony pushed eastwards (Kruger, 1966, 134). Available land was scarce and the Church applied for the vacant place of Witte River. It was conceded under the same conditions as Genadendal and Groenekloof – the land was made available for mission purposes (Kruger, 1966, 126). The Mission acquired the adjoining farm of Jakobus Scheepers senior in 1818.

The Mission’s rights to the farm of Scheepers (Scheepersvlakte, 2 000 morgen in extent) caused considerable difficulties both at the time and in the future. Scheepers sold his right for the small amount of 550 thaler. At the time, the Government did not grant any more loan farms on annual lease, and instead granted quitrent farms on a permanent basis. At the same time, the government insisted that the holders of loan farms should convert these into quitrent farms. When Hallbeck tried to obtain the transfer of Scheepersvlakte, it emerged that Scheepers had not yet finalised the conversion of his farm. The Mission had in fact only bought his annual lease and could not obtain permanent possession, which was granted to individuals only. The result was that the Brethren held the farm, like the adjoining Witte river and like Genadendal and Groenekloof, on a concession from the Government, which could be withdrawn any time (Kruger, 1966, 134). Kruger asserts that this situation meant that it was not clear to whom the land belonged.

Act 29 of 1909 was applied to the land of the Enon mission station in 1911. A small portion, some 7 hectares, was granted (as in the Genadendal Glebe lands and Mamre reserve lands) to the Church. Scheepersvlakte was also granted to the Church in this process, under similar conditions (UI 12/24, 16<sup>th</sup> September 1913). The Church subsequently sold Scheepersvlakte (T2200/1923), apparently in contravention of the title conditions. At the time, the Enon Board of Management argued that it was not theirs to sell (UG No 33-1947, 42). This lack of clarity around land rights again points to the fluid and contested nature of the relationship between the Church and the inhabitants of mission lands as regards land rights.

The land to which Act 29 of 1909 was applied, that is the land that was transferred from the Church, is currently subject to the process contained in the Transformation of Certain Rural Areas Act 9 of 1998.

### 3.8.2 ENON MISSION SITE

#### Property details and History of acquisition

The Enon Mission Site, farm 574 is a portion, 7,0239 hectares in extent, of the original Enon mission lands granted to the MMS in 1864 (concession from 1818). It was re-granted, by the state, (as a donation) to the Moravian Church during the process of the application of Act 29 of 1909 to the Enon Mission Lands (Proclamation 270/1911), in terms of UIT Q 12/23 and 24 in 1913. The land is held, along with the Glebe lands and Mamre reserves, in terms of T7932/1954.

Property name and number	<b>Enon Mission Site, Farm 574</b>
Date and deed of acquisition	Concession granted in 1818. Formalised in terms of UI QTS 11 – 1/1864 and portion Farm 574 re-granted in terms of UIT Q 12/23/1913.
Legal cause	Grant – in form of donation
Acquired from	State
Purchase price	Nil
Relevant conditions	Initially granted “for the use and in trust for such persons who may from time to time be lawfully resident” and including “full and uncontrolled possession of church, school, etc” to United Brethren (UI Q 11/1/1864). Conditions in the holding deed restrict the powers to alienate the land and detail the rights to the commonage and water and include the requirement that rates must be paid to Enon Board of Management (T7932/1954).
Original extent	7.0239 ha (8 morg 123.9squ.rds)
Current extent	7.0239 ha
Relevant endorsements	No relevant endorsements

The original Enon lands comprised the properties Scheepersvlakte; Enon (including the farm Scheepersvlakte); Witterivier; Latrobenthal; Samdee (a total of 11 981 morgen) and were acquired in terms of UI Q 11/1/1864.

Enon Mission Site was re-granted to the MMS in terms of UI Q 12/23.

The Enon community owns a portion of land (listed as 800 dum) in terms of T34378/1980.

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#### Relevant conditions subject to which the land was acquired

As with the Glebe land and Mamre reserves, the Enon Mission Site may not be alienated (mortgaged, sold, leased) without the permission of the Governor-General.

The Church (but not its successors or assigns) is granted rights to the commonage and ongoing water rights, subject to the payment of rates to the Enon Board of Management.

#### Further work required and important sources of information

Although now an historical detail, further clarity should be gained on the acquisition by the Church of the farm Scheepersvlakte and the original rights of the Church and mission inhabitants with regard to this land.

#### Documentation in file

Enon grant UI QTS 11-1/1864  
Holding deed T7932/1954  
Deed of grant: UI Q 12/23/1913  
Scheepersvlakte deeds

### 3.8.3 ADDITIONAL UITENHAGE PROPERTIES

#### Property details and History of acquisition

These properties, 44,1444 hectares in extent, appear to be outstations of original missions and possibly more urban in focus. The properties listed here are included as they are sizeable and/or possibly involve an issue of land.

#### Brakkefontein

##### **HOLDING DEED T5826/1954**

Registered owner: EBK/WK

Property name and number	<b>Brakkefontein, portion 126, a portion of 39</b>
Date and deed of acquisition	T5826/1954
Legal cause	Purchase
Acquired from	Petronella Meiring
Purchase price	£800
Relevant conditions	No relevant conditions found
Original extent	17,1310 ha (20 morg)
Current extent	17,1310 ha
Relevant endorsements	Bonds registered against it 1966/1972 (R40 000)

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#### Nooitgedacht

The property is situated near Port Elizabeth. Although named after an earlier Nooitgedacht (neighbouring Kraggakamma), it was bought by the Church in 1949 with aim of establishing a congregation and school (Kruger and Schaberg, 1984, 135).

##### **Holding deed T10200/1970,**

Registered owner: EBK/WK

Property name and number	<b>Nooitgedacht, farm 398/7</b>
Date and deed of acquisition	Acquired 1949, registered in terms of T10200/1970 due to clerical error in 1949.
Legal cause	Purchase
Acquired from	Private person (Schultz or Clark)
Purchase price	R2 350.00
Relevant conditions	See below
Original extent	27.0134 ha (31.5381 morg)
Current extent	27.0134 ha
Relevant endorsements	No relevant endorsements found

EBK/WK actually acquired the land in 1949, but through an error the wrong piece of land was registered on transfer. This mistake was rectified in 1970. The land in question was rem Lot C of Nooitgedacht No.398, measuring 31.5381 morgen, first made in favour of E S Schultz in terms of T2860/1933 and last in favour of L O Clarke in terms of T4825/1955 (an error) and then in favour of M W Clarke (widow) via T16932/1958. The error was corrected in 1970 and the property was registered in terms of T10200/1970 in the name of the EBK/WK.

#### Relevant conditions attached to the land

The following conditions were attached in terms of T10200/1970:

- a) The property, while owned by the Church society, shall be utilised solely for school and/or ecclesiastical purposes for members of the Coloured group.
- b) The property may only be disposed of to a member of the White group.

- c) Occupation of the property, while owned by the Church Society, shall be restricted to:
- i. the resident teacher and minister of the school and church, and
  - ii. those Coloureds, of which the heads of the families are specified hereunder, provided that these Coloured's occupation shall terminate immediately alternative accommodation, the suitability which shall be determined by the Department of Planning or the Local authority, becomes available.  
(families listed).
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#### **Further work required and important sources of information**

As these properties are small, further work would need to be carried out to establish their relevance to land reform.

#### **Documentation in file**

Holding deed for Brakkefontein: T5826/1954

Holding deed for Nooitgedacht: T10200/1970

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## Appendix A: Grondbesitregsekerheid

### GRONDBESITREGSEKERHEID

#### Grond op Sending Stasies

#### Grondhervorming en die Nuwe Wysigings van die Kerk Orde

##### Inleiding :

Belangrike wysigings aan die Kerk Orde is deur die historiese Sinode van Julie 1998 aanvaar. Hierdie nota gee 'n kort opsomming van die vernaamste bepalings van die nuwe wysigings slegs ten opsigte van Sendingstasie gronde. Die nota bespreek ook die verband tussen die nuwe wysigings en die Staat se nasionale grondhervormings program.

Die nuwe wysigings skep 'n raamwerk waarbinne demokratiese, deursigtige en verantwoordbare besluite geneem *kan* word oor grond toekenning en grond administrasie. Die Kerk en Inwoners moet nou saam verdere stappe neem sodat die nuwe wysigings geïmplimenteer kan word.

Die nuwe wysigings verbind die Kerk tot die bevordering van formele grond besitregsekerheid ten gunste van Inwoners. Daar is 'n verskeidenheid maniere waarvolgens Inwoners *formele* besitregsekerheid kan vestig. Dit kan wissel van stasie tot stasie en van Inwoner tot Inwoner. Dit kan ondermeer mengsels van -, of gemeenskaplike eiendoms besit, en/of private eiendomsreg, en/of korttermyn en/of lang termyn huur insluit. Formele besitregsekerheid beteken dat Inwoners "kaart en transport" sal kry van hulle huidige informele besitregte - as individue en/of as groepe.

Met die hulp van die Departement van Grondsake is 'n grondhervormings proses begin. Die aanvanklike doel van die grondhervormings proses is om 'n rotsvaste fondament te lê vir die bou van gepaste grondbesitregsekerheid stelsels wat die beste belang van Inwoners in die lang termyn sal bevorder.

##### Grondregte : Die Kerk Orde, die Ordeninge en Grondhervormingswetgewing :

Inwoners se informele verblyfregte is egter reeds versterk kragtens twee nuwe wette wat gestand doen aan Artikel 26 van die SA Grondwet, naamlik : Die Wet op **die Uitbreiding van Sekerheid van Verblyfreg** (Wet 62 van 1997) en die Wet op **die Voorkoming van Onwettige Uitsetting** en Onregmatige besetting van Grond (Wet 19 van 1998). Die twee wette veroorsaak dat :

Slegs die hof mag die uitsetting van 'n Sendingstasie Inwoner beveel en, die hof mag dit slegs doen indien die hof oortuig is dat die uitsetting regverdig en billik is;

Indien uitsetting beveel word, sal die grond eienaar verplig wees om die Inwoner regverdige en billike vergoeding te betaal.

Grondbesitregte met betrekking tot tuine, kampe, saailande en die res van die buitemeent geniet ook Grondwetlike en regs beskerming. Die oplos van probleme en bevordering van besitregsekerheid met betrekking tot dié grond gaan egter 'n langer en moeiliker proses wees weens kompeterende en botsende aansprake.

Daar is twee verdere punte hier ter sprake :

Aan die eenkant kan die Kerk bestuur, insluitend die Sinode, Provinsiale Raad en Opsienersrade, slegs optree tot die mate waartoe die Kerk Orde magte aan die bestuur gee - die bestuur kan nie buite sy magte optree nie. In die selfde asem moet dit gemeld word dat die kerk bestuur slegs binne die raamwerk van die land se wette mag optree. Waar die Ordeninge byvoorbeeld in stryd is met die SA Grondwet - staan die Ordeninge tweede.

Aan die anderkant is dit so dat die Kerk Orde en Ordeninge verander kan word om meer regte, magte en bevoegdhede aan die bestuur op Sendingstasies en aan Inwoners te gee. In die verband maak artikel 60 van die Kerk Orde byvoorbeeld voorsiening vir die verdemokratisering van Opsienersrade.

### **Die Kerk Orde : Wie het die mag om wat te doen met Sendingstasie grond ? :**

Soortgelyk aan die vorige bepalings van die ou Kerk Orde, mag geen grond verkoop of geskenk word nie, tensy die Sinode dit goedgekeur. Die Sinode het die bevoegdheid om die Provinsiale Raad te magtig om grond toe te ken en te verhuur.

Die Kerk Orde se nuwe wysigings gee nou vir die Provinsiale Raad die mag om sy bevoegdheid (wat hy van die Sinode moet kry) om grond toe te ken en te verhuur, af te wentel na Opsienersrade en ander Kerk liggame toe. Let daarop dat in terme van die Kerk Orde bly die Sinode die hoogste gesag en kan die Sinode (in terme van die Kerk Orde) te enige tyd verdere bepalings maak oor hoe daar met grond gehandel moet word.

Die belangrikste bepaling is dat die verhuring en toekenning van grond slegs gedoen kan word in terme van 'n stel **beginsels** en **reëls** wat deur die Julie 1998 Sinode bepaal is. As gevolg van die wysigings vorm die beginsels en reëls nou deel van die Kerk Orde.

### **Wat sê die reëls ? :**

Die vernaamste bepaling is dat indien grond vir langer as nege jaar verhuur word, moet :

Een en twintig dae kennis van die voorgenome huur gegee word op die kennisgewingbord op die werf van die Sendingstasie waar die grond geleë is; en,

'n Spesiale tegniese komitee die verhuring goedkeur of afkeur onderhewig aan die oorweging van skriftelike besware teen die verhuring.

### **Wat is die Beginsels ? :**

Die beginsels skep die riglyne wat die Kerk bind tydens die neem van besluite oor die toekenning en administrasie van grond.

Die wysigings bepaal dat die wette van die land, die Kerk Orde en die beginsels vervat in die Grondhervormings Akkoord wat tussen die Kerk en die Minister van Grondsake op 22 Oktober 1998 gesluit was, van toepassing sal wees op alle besluite oor Sendingstasie grond.

In terme van die nuwe wysigings moet besluite oor grond op sendingstasies geneem word sodat :

Grondbesitregsekerheid van Inwoners bevorder word en grond probleme aangespreek word;

Die ryk kultuurhistoriese erfenis van Sendingstasies tot die voordeel van die inwoners, hulle nageslagte en ons land in sy geheel ondersteun en uitgebou word;.

Institusionele hervorming kan plaasvind vir die daarstelling van gepaste plaaslike bestuur stelsels;

Infrastruktuur ontwikkel word en basiese dienste verskaf word;

Landbou, toerisme en ander unieke inkomste-genererende moontlikhede te volle benut kan word.

Wanneer saailande en buitemeent toegeken word moet die volgende spesifiek in ag geneem word :

Die belange van en ekonomiese bevordering van Sendingstasie gemeenskap as geheel;

Die belange van inwoners en lede van die Kerk<sup>17</sup> wat die grond in gebruik het voordat daar 'n verdere besluit met betrekking tot die grond geneem word; en

Die kommersiële opbrengs wat uit die grond verdien kan word.

**Die Sleutel bepalinge van die Akkoord en die stappe wat geneem moet word sodat die nuwe wysigings in werking kan tree :**

Soos vermeld skep nuwe wysigings 'n raamwerk waarbinne demokratiese, deursigtige en verantwoordbare besluite geneem *kan* word oor grond toekenning en grond administrasie. Die raamwerk moet nou in werking gestel word.

Kragtens die Akkoord het die Kerk haarself verbind tot :

die bevordering van grondbesitregsekerheid as die kern aspek wat bevorder moet word om 'n grondslag vir ontwikkeling daar te stel;

volhoubare ontwikkeling van gemeenskappe en grond;

institusionele hervorming vir die daarstelling van gepaste plaaslike bestuur stelsels op Sendingstasies;

en onderneem dat volhoubare ontwikkeling op Sendingstasies bepaal sal word op die basis van demokratiese, inklusiewe en ingeligte besluitnemings prosesse.

In die lig van die sleutel bepalinge van die Akkoord is Inwoners is dus geregtig om 'n sleutel rol te speel in die prosesse waarkragtens :

Die Opsienersrade verdemokratiseer word aan die hand van 'n wesentlike hersiening van die Ordening sodat dit in lyn gebring word met die nuwe SA Grondwet,

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<sup>17</sup>Let daarop dat die Kerk Orde hier onderskei tussen Inwoners en Lede van die Kerk. Kyk ook na artikel 60 van die Kerk Orde. Hier word voorsiening daarvoor gemaak dat dit wel kan gebeur dat grond aan 'n Kerk lid toegeken mag word wat nie 'n Inwoner is nie en andersom.

landswette en die wysigings van die Kerk Orde en/of, daar selfs nuwe gepaste plaaslike bestuurstelsels geskep word;

Besluite geneem word oor die mate waartoe die Provinsiale Raad sy magte om grond toe te ken en te verhuur, afgewentel gaan word na Sendingstasie vlak toe;

Verdere riglyne bepaal word vir die administrasie en toekenning van grond en die hantering en toekenning van huur inkomste ooreenkomstig die beginsels van die nuwe wysigings; en

Die prosedure en samestelling van 'n tegniese komitee bepaal sal word sodat Sendingstasie Inwoners waar die grond geleë is seggenskap sal hê in die langer termyn verhuring van grond.

## Appendix B: Bell Letter

**LETTER TO Rev. Halbeck**  
(Fingo Reserve deed Uit Fr 10-16A)

Colonial Office  
**14th November 1838**

TO: Reverend D. Halbeck -  
Dear Sir -

Having submitted to the Government your letter of the 12th instance, stating certain conditions under which, if consented to by the Colonial Government, you will undertake the formation of a missionary institution at Koksbosch, in the Uitenhage division, amongst the Fingo settlements at Tzitzikama. His Excellency has directed me to inform you that he is fully prepared to comply with those conditions in general, that is to say:

1. The Missionary to be employed at the proposed institution shall be permitted to maintain the discipline of the United Brethren's Church within the same, without hindrance or molestation on the part of this Government, or any of its officers or servants.
2. A portion of land of about **500 morgen** in extent, more or less, to be hereafter settled by the Civil Commissioner of Uitenhage, in consent with yourself for one or more of the brethren, to be appointed by you for the purpose, shall be set apart for the institution, with a view to its being granted to the Superintendent of the United Brethren's missions in this Colony, on behalf of that Society, and for the express purpose of the said institution, and for the erection thereon of all necessary buildings for the same.
3. It shall not be in the power of the said society to sell\* or otherwise dispose of the said building, but, if the Society shall at any time be fit to relinquish the institution, the lands and all the buildings thereon shall revert to the Government.
4. The Government expressly engages that, in case of such relinquishment\*\*\* and reversion the said lands and buildings shall not be sold, but shall be used and applied solely for purposes resembling, as nearly as may be, those for which this institution is prepared to be established.
5. **The Government land adjacent to the institution land shall, to such extent as may be found necessary, be reserved for the use of the Fingoes principally** and for such other natives of colour as shall be duly authorized to reside in the neighbourhood of, and shall be in acknowledged connection with the institution.

6. In case there be not at any time on the **institution land**, as mentioned in par. 2, a sufficiency of pasture for the cattle belonging to the establishment, the missionaries shall have the right to graze their cattle on the land mentioned in art.5.-
7. The Missionaries shall also have the right to make water courses over any part of the said lands, as mentioned in par.5, and on any other lands in the vicinity of the institution, not already granted to private persons.
8. The Missionaries shall have the right to admit to the institution such labourers and tradesmen and their families, as the Superintendent shall see fit, they being Hottentots or other natives of colour. The labour of such persons being applied to the erection and completion of the establishment.
9. The Government will not dispose of any lands within 10 miles of the institution, unless under a strict constitution under pain of forfeiture of title, that no trade or dealing in spirituous or other intoxicating liquors be carried on by the proprietors of such lands.-
10. In regard to the Church and schools of the institution, and all other matters herewith connected, the same shall be left to the resident missionaries under the superintendence of their Bishop, and the Board of Management of the Society's mission in this colony. -
11. The Missionaries shall be at liberty to extend their labour to other natives of colour, besides Fingoes, or even to any other colour of the neighbouring population, who may be desirous of availing themselves of the benefits of missionary institution.

These conditions, which His Excellency bestow will be satisfactory, to yourself as well as the directors of your society in Europe, be purposed to cause to be inserted in the title deed, which will secure to you the possession of the institution lands.

Signed: John Bell

## Appendix C: The Genadendal Accord

### AGREEMENT OF CO-OPERATION and DECLARATION OF INTENT

#### Department of Land Affairs and the Moravian Church in South Africa

Herein represented by the Minister of Land Affairs, Mr Derek Hanekom and the President of the Moravian Church, Reverend Wilfred Mjikejela.

#### 1 THE PARTIES ACKNOWLEDGE AND CONFIRM :

- 1.1 The Moravian Mission Station Communities' need to create opportunities and their commitment to their own development.
- 1.2 The historical role that the Moravian Church has played as protector and custodian of land for the benefit of poor, oppressed and largely voteless inhabitants of our country;
- 1.3 The significant contribution that has been made by the Moravian Church to establish schools, infrastructure and housing for inhabitants at rural Mission Stations despite the neglect of apartheid State to provide assistance;
- 1.4 The Moravian Church ownership of large portions of land on which rural Mission Stations are situated;
- 1.5 The Moravian Church's commitment to sustainable development of such communities and the land;
- 1.6 The new Governments's commitment and responsibility towards land tenure reform that will promote development whilst at the same time, the land rights of more vulnerable people are secured; and,
- 1.7 The character and rich cultural and historical heritage of Moravian Mission Stations.

#### 2. THE PARTIES ARE IN AGREEMENT THAT tenure security at Mission Stations:

- 2.1 Is the central issue that needs to be addressed in all seriousness to create a basis for development;
- 2.2 Could be established by way of a range of systems which could be adapted to suit the circumstances of the respective communities - which tenure systems include possibilities of communal ownership, private ownership, and individual and mixed tenure systems which could be arranged in terms of the Communal Property Associations Act.
- 2.3 Development options could be determined on the basis of democratic, inclusive and informed processes;

#### 3. **ACCORDINGLY** the Department of Land Affairs and the Moravian Church as the owner of the land and as the representative of communities at Mission Stations, **COMMIT** themselves **TO**, subject to being requested by, and in conjunction with Mission Station communities :

- 3.1 Utilise the resources of the Department of Land Affairs to promote security of tenure at Mission Stations and to address land related problems;
- 3.2 Support and extend the rich cultural and historical heritage of Mission Stations for the benefit of the inhabitants, the generations to come and our country as a whole;
- 3.3 In conjunction with other role player, address basic needs and the development potential of communities, to -
- 3.4 Effect institutional reform for the establishment of appropriate systems of local governance;
- 3.5 Develop infrastructure and to provide basic services; and,
- 3.6 Harness and exploit agricultural potential, tourism and other unique income generating opportunities.

SIGNED AND DATED THIS 22ND DAY OF OCTOBER 1996.

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

## Appendix D: Table 2 showing significant properties owned by the Moravian Church

Table 2: Significant properties owned by the Moravian Church

Province	District	Farm Name	Title Deed no.	Farm no.	Acquisition mode	Size (ha)	District sub-total	Ownership Name	Date of registered acquisition
Eastern Cape	Cathcart	Farm no. 37	13285/1959	37/1	Grant	1417.582		MMSSA	
	Cathcart						1417.582		
Eastern Cape	Engcobo	Mgudu	3273/1922		Grant	4.471		MMSSA/EP	
	Engcobo						4.471		
Eastern Cape	Humansdorp	Charlottenburg	T3168/1959	375	Grant	462.684		EBK/WP	1851
Eastern Cape	Humansdorp	Clarkson	T3168/1959	654	Grant	889.154		EBK/WP	1841
Eastern Cape	Humansdorp	Farm 427	T13602/1938	427/1	Purchase	42.827		BSA	1938
Eastern Cape	Humansdorp	Farm 469	T6031/1944	469/0	Purchase	12.28		EBK/WP	1944
Eastern Cape	Humansdorp	Farm 519	T11123/1962	519	Purchase	8.575		EBK/WP	1962
Eastern Cape	Humansdorp	Farm 521	T13540/1937	521/0	Purchase	7.547		EBK/WP	1937
Eastern Cape	Humansdorp	Farm 621	T2379/1955	621	Purchase	13.976		EBK/WP	1955
Eastern Cape	Humansdorp	Farm 631	T3168/1959	631	Purchase	647.642		EBK/WP	1888
	Humansdorp						2084.685		
Eastern Cape	Matatiele	Mvenyane	T1222/1888		Grant	66.852		MMSSA/EP	
Eastern Cape	Matatiele	Weltevreden, Farm 820	9241/1955		Grant	61.717		MIMC	
	Matatiele						128.569		
Eastern Cape	Uitenhage	Brakkefontein	T5826/1954	416/126	Purchase	17.131		EBK/WP	1954

Eastern Cape	Uitenhage	Enon Mission Site	T7932/1954	574	Grant	7.000		EBK/WP	1913
Eastern Cape	Uitenhage	Nooitgedacht	T10200/1970	398/7	Purchase	27.013		EBK/WP	1970
	Uitenhage						51.144		
<b>Eastern Cape</b>							<b>3686.451</b>		
Northern Cape	Calvinia	Goeiemoed				117.340		EBK/WP	1932
Northern Cape	Calvinia	Voetpad	T18318/1968	1113/1		890.083		EBK/WP	1965
<b>Northern Cape</b>							<b>1007.423</b>		
Western Cape	Bredasdorp	Farm 201	T18759/1959	201/0	Purchase	184.768		EBK/WP	1869
Western Cape	Bredasdorp	Farm 236	T18759/1959	236	Purchase	375.521		EBK/WP	1887
Western Cape	Bredasdorp	Farm 238	T18759/1959	238	Purchase	878.159		EBK/WP	1854
Western Cape	Bredasdorp	Farm 239	T18759/1959	239/1	Purchase	13.733			1913
Western Cape	Bredasdorp	Platterrug	T18759/1959	203	Purchase	2517.348		EBK/WP	1832
Western Cape	Bredasdorp	Vogelstruis Kraal	T18759/1959	237	Purchase	2476.371		EBK/WP	1831
	Bredasdorp						6445.900		
Western Cape	Caledon	Karweyders Kraal	T9138/1960	584/0	Bequeathed	749.385		EBK/WP	1960
Western Cape	Caledon	Glebe Lands	T7932/1954	42	Grant	58.790		EBK/WP	1927
Western Cape	Caledon	Glebe Lands	T7932/1954	41	Grant	6.540		EBK/WP	1927

Western Cape	Caledon	Lang Gezocht	T20975/1984	32	Purchase	1881.323		M/WCP	1901
	Caledon						2696.038		
Western Cape	Cape Town	Mamre Reserve	T7932/1954	973	Grant	50.880			1912
Western Cape	Cape Town	Mamre Reserve	T7932/1954	972	Grant	5.139			1912
Western Cape	Cape Town	Pella (farm 11)	T9989/1936	11	Purchase	171.297		BSA	1880
	Cape Town						227.316		
Western Cape	Clanwilliam	Agterstefontein	T18318/1968	295		346.410		EBK/WP	1874
Western Cape	Clanwilliam	Agterstefontein Annex	T18318/1968	294		85.729		EBK/WP	1908
Western Cape	Clanwilliam	Beukeskraal	T18318/1968	166		408.000		EBK/WP	1958
Western Cape	Clanwilliam	Beukeskraal	T18318/1968	167		1610.88		EBK/WP	1860
Western Cape	Clanwilliam	Bidouwrvivier A	T18318/1968	174		2357.069		EBK/WP	1959
Western Cape	Clanwilliam	Bidouwrvivier C	T18318/1968	173		1291.388		EBK/WP	1959
Western Cape	Clanwilliam	Boontjieskloof Extension	T18318/1968	175		1667.254		EBK/WP	1959
Western Cape	Clanwilliam	Brandhoek	T18318/1968	162/0		2209.338		EBK/WP	1958
Western Cape	Clanwilliam	Ezelsbank	T18318/1968	299/0		1822.901		EBK/WP	1851
Western Cape	Clanwilliam	Grasvallei	T7052/1969	288/0		131.831		EBK/WP	1952

Western Cape	Clanwilliam	Heuningvallei	T18318/1968	179		429.491		EBK/WP	1868
Western Cape	Clanwilliam	Heuningvallei Extension	T18318/1968	178		1004.475		EBK/WP	1897
Western Cape	Clanwilliam	Kleinevallei	T18318/1968	290		569.895		EBK/WP	1869
Western Cape	Clanwilliam	Klipskeur	T18318/1968	160/2		996.223		EBK/WP	1960
Western Cape	Clanwilliam	Koudeberg	T18318/1968	170		1345.086		EBK/WP	1838
Western Cape	Clanwilliam	Koudeberg Extension	T18318/1968	169		335.187		EBK/WP	1885
Western Cape	Clanwilliam	Kouberg Annex	T7052/1969					EBK/WP	
Western Cape	Clanwilliam	Langekloof	T18318/1968	303		1066.181		EBK/WP	1848
Western Cape	Clanwilliam	Moordenaars Gat	T18318/1968	171		81.515		EBK/WP	1914
Western Cape	Clanwilliam	Oudekraal	T18318/1968	296/0		1158.532		EBK/WP	1876
Western Cape	Clanwilliam	Poplierkloof	T18318/1968	164/1		658.000		EBK/WP	1956
Western Cape	Clanwilliam	Vaalheining	T18318/1968	292		875.300		EBK/WP	1909
Western Cape	Clanwilliam	Vogelvallei	T18318/1968	297/1		2569.596		EBK/WP	1956
Western Cape	Clanwilliam	Vogelvallei Annex	T18318/1968	293		3082.513		EBK/WP	1953
Western Cape	Clanwilliam	Voorstehoek	T18318/1968	301		460.966		EBK/WP	1851

Western Cape	Clanwilliam	Voorstehoek Extension	T18318/1968	300		1071.82		EBK/WP	1958
Western Cape	Clanwilliam	Wupperthal	T18318/1968	168		2613.996		EBK/WP	1832
Western Cape	Clanwilliam	Wupperthal Extension	T18318/1968	291		3943.905		EBK/WP	1958
	Clanwilliam						34193.481		
Western Cape	Piketberg	Ezelsfontein	T18760/1959	147	Purchase	3396.147		EBK/WP	1884
Western Cape	Piketberg	Goedverwacht	T26909/1965	146	Purchase	780.278		EBK/WP	1889
Western Cape	Piketberg	Voorstevallei	T6576/1953	152/20	Purchase	22.843		EBK/WP	1953
Western Cape	Piketberg	Voorstevallei	T18760/1959	152/11	Purchase	264.325		EBK/WP	1953
Western Cape	Piketberg	Wittewater	T18760/1959	148/0	Purchase	1328.608		EBK/WP	1860
Western Cape	Piketberg	Wolflouf		141	Purchase	3111.264		EBK/WP	1814
	Piketberg						8903.465		
<b>Western Cape</b>							<b>52466.200</b>		
<b>Grand Total</b>							<b>57160.074</b>		