F.J. BEZUIDENHOUT'S DOORNFONTEIN: A CASE STUDY IN WHITE FARMLAND ALIENATION ON THE 19TH CENTURY WITWATERSRAND

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Introduction

A great deal has been written about the discovery of gold on the Witwatersrand and the ensuing industrialization and settlement which led to the establishment of Johannesburg and the other Witwatersrand towns. These writings range from the polemic through the romantic to scholarly investigations. The themes they cover range from who really "discovered" the main reef to erudite investigations of aspects of the social and labour history of the area. However, to date, little serious attention has been given to the process by which the original Boer owners of the Witwatersrand farms alienated their land and its accumulation by the "Randlords". J.J. Fourie spends several pages considering the consequences of land alienation for the Boers on the Witwatersrand, but he pays scant attention to the process itself.¹

The only author to have touched (indirectly) on the process of land alienation in the ZAR is Sumley Trapido. In a highly stimulating although cursory essay, he began exploring the relationship between rural impoverishment and land accumulation in the ZAR and the role which "notables" (generally state officials) played in the process.² Trapido implies a significant relationship between the sources of political power in the Boer community and the accumulation of land by the wealthy and powerful "notables". Specifically, he singles out the office of veldcornet as a pivotal one in the entire process. However he fails to ex-

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¹ FJ Bezuidenhout snr and his wife, Judith Cornelia Etries in later life. Afrikaners on the Witwatersrand Photograph Collection, RAU Library.

² The primary research for this article was partly guided by a research report compiled by M.H. Kunneke that formed part of the Rand Afrikaans University History Department's research project: "The History of Afrikaners on the Witwatersrand". Thanks are also due to Alkis Doucakis of the Johannesburg Historical Society for advice and making further sources available and to Mr. G.J. Basson (Office of the Surveyor General) for his help in locating and reproducing relevant maps.
explore the legislative structures regulating land tenure, to
differentiate between land ownership and the right to
exploit its wealth or to consider the considerable extent
of land acquisition in the ZAR by land speculators and
foreign companies after 1871. More seriously, he fails to
substantiate his hypothesis with case studies of specific
land trans-actions.

Trapido's study has no direct bearing on the history of
Doornfontein. Although it covers the period from 1850
to 1900, Trapido concerns himself exclusively with the
rural economy in the ZAR and pays no attention to the
role of mining or the discovery of minerals in the pro-
cess of land alienation. This means that the study of
early Doornfontein is irrelevant to Trapido's theme and
can neither refute nor support his hypothesis. Apart from
this, Doornfontein does not fit into the general pattern
Trapido examines since the land itself was never ac-
quired by a Boer "notable", although veldcomet J.P.
Meyer played an important role in the alienation
of wealth accruing from Doornfontein. However Trapido's
approach is of value in a study of Doornfontein. It offers
an interesting and unconventional perspective from
which to construct the "prehistory" of what forms a sub-
stantial part of contemporary Johannesburg which has a
fascinating and chequered history (see map 1.).

There is a further reason for relating Trapido's hypothe-
thesis to Doornfontein. In considering whether the Witwa-
tersrand Boer landowners acted wisely in their property
dealings, Fourie cites Doornfontein as an exceptional
case in the history of Boer land alienation, even for the
Witwatersrand (in itself an a-typical area).3 Assuming
the validity of Trapido's hypothesis, a secondary aim of
this study is to evaluate how exceptional Doornfontein
really was in the wider context of the history of land
alienation. Other aspects that the study touches on in-
clude the practical difference between land ownership
and control of the wealth accruing from it (an issue
which has been largely neglected by the contemporary
political debate on "the land", but is actually highly rele-
vant to it); the structures of land tenure; and the role of
individual human aims, abilities and actions in a specific
case.

In essence the study is unashamedly antiquarian since it
aims to construct, as carefully as possible, a narrative of
eyearly Doornfontein from the perspective of industrialised
South Africa in 1994.4 This narrative is situated within a
humanist metanarrative of the "progress" and develop-
ment of the ZAR and its social and legislative structures.
For explanatory effect, the events described are em-
plotted as a tragedy and the narrative makes con-
siderable use of contextualist argumentation. The strategy of ex-
planation by (conservative) ideological implication is
(obviously) also prominent.5

The Transvaal before 1886

The Transvaal has a very long history of human occupa-
tion. In the northern areas, Iron Age settlement seems to
have begun almost 2 000 years ago.6 These Iron Age
people seem to have spread through most of the Trans-
vaal. Other cultures were established over a wide area
even earlier.

A number of Iron Age settlement sites have been found
on or near the original Doornfontein farm. This makes it
very tempting to begin the study in the 13th century, the
oldest date reported from these sites. Unfortunately the
sites simply do not yield sufficient data to show the
strong similarities in the life-styles of the early black
and early white settlers and allow us to compare the way
each group lost possession of its land. This is partly due
to massive disturbances of the terrain by mining and
building operations which make it impossible to find out
how densely the area was settled and what structures
existed in the Iron Age community on Doornfontein. It
is also due to the limited nature of the existing archaeo-
logical sources themselves. Except through comparison
with other groups and inferences based on contemporary
assumptions, they can yield little information on the na-
ture of the community or the actions of its individual
members.

The sites, which are located at Linksfield Ridge, Bruma
and at nearby Klipriviersberg, make it clear that Iron
Age people (who were probably connected to the Huru-
she tribe in some way) were settled and using the area
from at least the 16th century.7 The earliest date which
has been established is for the remains of a furnace (late
13th century), which indicates that the early inhabitants
smelted iron. There are also signs of occupation during
the 17th century, but there is no evidence of continuous
occupation over the whole period. Various signs suggest
that the 17th century community was forced to flee in
the face of violence and that the settlement was burned
in the later part of the 18th century, perhaps during the
Mfecane. At least one of the dwellings at Bruma was
reoccupied at the end of the 19th century, but it is im-
possible to tell by whom.8

Large-scale white settlement of the Transvaal began
with Potgieter's defeat of Mzilikazi in 1837 and the
subsequent occupation of the Potchefstroom area and estab-
lishment of the town in 1838.9 The settlement spread
rapidly to include the area known today as the Witwa-
tersrand. The relatively high white population density in
the south-eastern Transvaal led to the establishment of a
town and the district of Heidelberg (which included part
of the Witwatersrand) in 1866.10

In the meantime, several other Boer communities
(districts) had developed north of the Vaal. In many
ways they were similar, but each had its own geographical
area, leaders and specific socio-economic character
-Magaliesberg (Rustenburg), Ohrigstad, Lydenburg and
Zoutpansberg. The central town and district of Pretoria
was proclaimed in the hope of drawing these communities
together in 1855.11 Extensive interaction between the
communities (communication, cooperation and
conflict) finally resulted in the establishment of a unified state under a single constitution and government (seated in Pretoria) by 1860. It was this government which produced or ratified the legal structures of land and mineral ownership, exploitation and alienation within which the story of Doornfontein unfolds.

It is exceedingly difficult to estimate the population of the Transvaal before 1873, when the first census was attempted, but it seems to have grown very rapidly, partly due to immigration by further settlers. In that year the total white population of the ZAR was recorded as about 30 000, mostly living in the southerly districts. The largest town was Potchefstroom with roughly 1 000 white inhabitants, followed by Pretoria (800) and Rustenburg (300). The Witwatersrand, which fell partly in the Pretoria district and partly in Heidelberg, was relatively densely populated and well established since it was regarded as prime agricultural land. The first farm to be inspected in this area was Wilgespruit in 1841, and nearly all the major farms had been inspected by 1860. After boundary disputes had been settled, most of the open spaces between the farms (uitvalgronde) were also occupied. In spite of this early settlement, the first school in the area was only established in 1884. This suggests a very low educational level, even among the older inhabitants of the area and makes it reasonable to suppose that the majority relied on their local veldcorne for knowledge of the laws affecting them.

Early systems of white land tenure in the ZAR

As a result of the low population density, untamed terrain and lack of disposable wealth in the Transvaal, it was not feasible to use formal land surveying methods to lay out farms. In view of their belief that unoccupied land abounded in the Transvaal and their apparent perception of what constituted a viable farm, one can understand why the original settlers were not overly concerned about exact measurements, provided that no-one else encroached on what they regarded as their land. Even so, some form of control over land occupation was essential, both to limit conflict among the settlers and to provide the state with a source of revenue through the imposition of a land tax.

The ZAR Government accepted the desirability of a general survey of the country in 1882 and the survey began in the middle of 1885. Before this, a system of inspection by a commission was used to determine the geographical location and extent of the various farms. This system was based on one previously used in the Republic of Natalia. In terms of the system, the size of a farm was determined as an area that would take an hour on horseback to traverse completely (een uur gaans over kruis), a method which was conducive to inaccuracy and very open to abuse.

Before the formation of a centralised state, the system of land occupation was applied very much on an ad hoc basis in the Transvaal. Each district established its own inspection procedures which, although similar, varied in detail. With the establishment of the ZAR as a centralised state the procedure for inspecting farms was standardised and the surface area of a farm was specified in the Constitution (section 7) as 3 000 morgen (2 568 ha). The method for determining the size and extent of farms was not specified and it remained much the same. The inexactitude of the inspection system led to considerable confusion over the size and even the exact location of farms. This included the farm Doornfontein which, when it was finally surveyed, turned out to be more than 50% larger than the area prescribed. In this respect, Doornfontein was far from unique - similar inaccuracies are frequently reflected in the records of the Deeds Office for this period.

To forestall unending boundary disputes (which occurred frequently in any case) it was decided that unless the boundary of a farm was specifically stated to be the boundary of another farm, farms should be separated by strips of state land (the uitvalgronde mentioned earlier). This decision accounts for the existence of a small triangle of state land situated between Doornfontein, Turffontein and Braamfontein which later became known as Randjeslaagte - the site chosen for the original township that became Johannesburg.

In 1875 the system was slightly refined to define the size of a farm as 3 750 morgen (3 210 ha) which was the calculated area that the traverse should ideally produce. In fact this had little practical impact as there was still no means of accurate measurement to determine whether the farms that were inspected actually complied with the ruling. In any case, the stipulation specifically excluded those farms which had been inspected under the old regulations, including Doornfontein.

The establishment of Doornfontein no. 323

In 1853 the inspection commission received requests for inspection from the occupiers of several tracts of land on the Witwatersrand, who wished to obtain title to them as owners' farms (eigenaarsplaatsen). The inspection was duly carried out by J.G. Marais and B.C. Viljoen (who was both an applicant and a member of the inspection commission) and several reports were submitted, including one for "Doren Fontijn" which reads as follows.

Name of applicant: Barend Viljoen
Registration no.: No.12
Description of farm: The farm named "doren vontijn" situated in the Witwatersrand district of Pretoria, determined by inspection as follows.

North 16 [These figures refer to riding time in minutes.]
On 20 September 1861, F.J. Bezuidenhout took transfer of the farm from Barend Viljoen. There is no mention of a purchase price in the records of the Deeds Office or the State Secretary. 26 Apparently Bezuidenhout was married to Viljoen's only surviving child. After Viljoen's death on 25 November 1859 and shortly before her own on 11 December 1861, 27 his widow, Mrs. J.C.T. Viljoen ceded the farm to Bezuidenhout, probably as a gift. 28 It is not clear whether Bezuidenhout was already living on Doornfontein before of his mother-in-law's death, but he was certainly established there soon afterwards. He built a house of his own and settled down to the traditional agricultural life of a "Boer". 29 It is clear that he became extremely attached to this lifestyle and to Doornfontein: in a letter to the State Secretary he later expressed the wish to 'spend the rest of his life in peace on what remained of his farm', (a request to which the Government responded on 29 November 1888 with an assurance that no further portions of Doornfontein would be proclaimed as public diggings). 30 This attitude may well have played a role in his later attempts to preserve as much of the farm as possible for himself and his heirs.

The subdivision of Doornfontein no.323 before proclamation

The first subdivision of Doornfontein occurred well before the discovery of gold on the farm. According to a Deed of Sale dated 13 October 1875, Bezuidenhout sold a portion of Doornfontein, together with the fragment of Turffontein which he also owned, to his eldest son, Frederik Jacobus Bezuidenhout jnr. for the sum of £100.31 £25 of this amount was recorded as the price paid for the portion of Doornfontein. 31 Bezuidenhout jnr.’s portion of Doornfontein comprised the north-western corner, adjacent to Randjeslaagte and Turffontein. At that time the farm had not been surveyed so the portion in question was described in terms of its boundaries - the transfer documents give no indication of its extent. 32 When Doornfontein was finally surveyed in August 1886 it was found to be 167 morgen, 401 square roods (144 ha). 34

Bezuidenhout snr.’s intention was probably to provide his son with a viable farm of his own which included access to the abundant water supply on Doornfontein. This assumption is strengthened by the fact that when Bezuidenhout snr. finally divided the farm among his heirs, he made no further provision for his eldest son. In the Deed of Sale, the seller (F.J. Bezuidenhout snr.) specifically declared that he had 'legally sold' the portion to F.J. Bezuidenhout jnr. He also undertook to transport it accordingly, but, significantly, did not bind himself to do so within a specific period. 35 In fact the transaction was only registered twelve years later - on 3 May 1887, and the date of transfer was then entered in the Register of Farms as 1 July 1887. 36 Although delays in registering land transactions were common at the time, this seems an inordinately long one.

The following endorsements also appear on the report: "Ensk. 323" [probably a reference to the registration number of the farm]
Transferred on 20 September 1861 [to Frederik Jacobus Bezuidenhout]. 23

To avoid the additional taxation levied on oversized farms, subsequent documents reported the size of the farm to have been 3 000 morgen (2 568 ha), as prescribed by law. 34 However, as we shall see, when the farm was actually surveyed, it turned out that its area was actually 4 821 morgen, 85 square roods (4 127 ha). 25
At first glance, the long delay in registering the transaction seems strange and, in the light of the gold discovered on the farm, even suspicious. On the other hand, the Doornfontein Goldfield had been proclaimed several months before and, since it excluded the portion of the farm in question, neither party stood to gain any rights to gold-bearing land by legalising the sale. In fact there were very good reasons for both the delay and the eventual registration. In 1876 the Volkraad had resolved to levy an additional land tax of five shillings per annum on each portion (including the original one) of a subdivided farm. At the time the basic tax payable on an entire farm was ten shillings per annum. Tufffontein had already been subdivided and each portion was eligible for the new tax, but not Doornfontein. Registration of this first subdivision and sale would have doubled the total land tax payable on Doornfontein, to the detriment of both the Bezuidenhouts (father and son). In any case, the transaction was entirely a family matter, so ownership was not likely to be disputed. If it had been, the existence of the Deed of Sale would probably have been sufficient to resolve the issue. In any case, even before the sale had been registered, Bezuidenhout jnr. was recognised as the owner of what became portion 2 of Doornfontein, and was referred to as such in several official documents predating the official transfer date. However when gold was discovered on the farm and Doornfontein had to be properly surveyed, the situation changed, making it very much in the younger Bezuidenhout's interest to have the transfer officially recorded and reflected in the survey. Compared with the profits which could be expected from selling the land and its water supply, the additional tax probably did not seem a very heavy burden. It thus seems that the only irregularity in the transaction was the understandable delay in registering it and the only offence committed was land tax evasion.

The development of mineral ownership in the ZAR

In the early years, and even after the establishment of the centralised state, the only asset which the Transvaal seemed to offer was its land. However the almost non-existent infrastructure and opportunities for exporting surplus produce seriously limited the wealth which could accrue from it. This discouraged large-scale commercial agriculture and it is not surprising that the economy of the area remained rudimentary and largely based on subsistence and barter. Apart from subsistence farming, until well into the 1870's, the only means of livelihood available to the population were transport riding, hunting and (in some parts) wood-cutting. The state was perennially short of revenue and the only backing for its currency was the land itself. From the middle of the century, spectacular gold discoveries were made on various parts of the globe (eg. California in 1849). This fuelled the rumours of gold in the Transvaal which was part of the "... regions which had been marked for centuries on ancient maps as part of the fabled [sic] kingdom of Monomatapa, where gold had been found from time immemorial." Naturally, there was considerable interest in prospecting the Transvaal for gold and a number of expeditions were undertaken, at first with little success. Coal was discov-
tered but not exploited since there was no market for it. Various deposits of lead-ore were also discovered, but despite large-scale state support, efforts to exploit them met with limited success.\(^{43}\) Even so, for our purposes, the increase in prospecting and these discoveries were significant: they forced the ZAR government to consider for the first time the issues of who owned the minerals and who had the right to exploit them. The Government attempted to resolve them by passing Ordinance 5 of 1866, (Bepalende di Wet op het Mijnwesen). This was a clear attempt to impose state control over the exploitation of minerals without denying the ownership rights of the person on whose land the minerals were found.\(^{44}\) This law dealt specifically with base metals and need not concern us here.

In 1871 the first payable gold in the ZAR was found at Eersteling (near modern Pietersburg). The Volksraad reacted by passing Law no. 1 of 1871 (Regelende de ontdekking, het beheer en bestuur van de velden waarop edelgesteenten en edele metalen in den Zaat gevoonden worden). The law enshrined two apparently conflicting principles reflecting the difference between land ownership and control of the wealth it generated. The first of these principles was that the ownership of all minerals rested with the owner of the land on (under) which the minerals occurred. The second was that the state possessed the sole right to exploit all minerals occurring anywhere within the ZAR, including those found on privately owned land.\(^{45}\) Attempts to reconcile these principles and the resulting conflict of interests between land owners and state were to dominate the ZAR government's policy and legislation on mineral rights for most of its history. The resulting gold legislation generally attempted to protect the rights of landowners while ensuring ultimate state control of the gold-diggings and industry through paid officials. Generally, the gold laws also gave some recognition to the industry's rights by delegating certain powers to elected "diggers' committees", under the supervision of the mining commissioner. With the (disastrous) exception of Law no.1 of 1883 (Op het delven van en handel drijven in Edele Metalen en Edelgesteenten in de Z.A. Republiek), these fundamental intentions were retained throughout the 19th century.\(^{46}\)

The most important mechanism for protecting landowners' rights was the proclamation of gold-bearing land as an official goldfield which was a prerequisite before the deposits could be exploited. Proclamation applied to both state and private land and, according to the gold laws, had to take place before the state could confer its right (title) to exploit the gold on any party (including the land owner). This right was conferred primarily by issuing prospector's and diggers licences for the sum of five and ten shillings per month respectively. These licenses entitled the holders to stake, register and work claims on the gold-bearing land. Proclamation also enabled the state to exercise direct control over public and private gold-bearing land through the appointment of a mining commissioner who was responsible for issuing licenses. The mining commissioner was also in charge of the administration and maintenance of order on the goldfield. No exploitation, whether mining, panning or digging, of gold was permitted on land before it had been officially proclaimed. However holders of valid licences were obviously entitled to prospect on unproclaimed land.\(^{47}\)

The proclamation of private land and ensuing allocation of claims seriously infringed the owner's rights of ownership of the minerals and utilization of the surface area concerned. To limit the loss and compensate for it, a number of measures were built into the system, collectively known as "owner's rights" (eigenaarsregten). The most important was the compensation of the owner for his loss of rights by giving him a share in the claim license fees (50%) and the right to a number of preferential claims. Apart from this, proclamation was regarded as a temporary suspension of owner's rights rather than an outright expropriation of land, since provision was also made for goldfields to be deproclaimed. Deproclamation automatically cancelled all mining rights and full control of the land reverted to its owner, together with all the rights conferred by ownership.\(^{48}\)

Law no.1 of 1883 represented a radical change in the state's mineral policy. This reversal was probably caused by the lack of revenue generated by the goldfields and the increasing acquisition of land by speculation and mining companies after 1871. The law attempted to add actual ownership of the minerals occurring within its boundaries to the State's existing right to control their exploitation.\(^{49}\) It failed miserably, and in 1885 a new law was promulgated which marked a return to the original approach. This was Law no.8 of 1885 (Op het delven van en handel drijven in Edele Metalen en Edelgesteenten in de Z.A. Republiek). Together with its 1886 amendment, this law established the structures for the early development of the Witwatersrand Goldfields (including Doornfontein) and continued to play a dominant role for the rest of the century. The act reintroduced the system of proclamation and owner's rights. It also introduced a new mechanism which simultaneously increased land owners' compensation and encouraged large-scale mining operations. This measure, which became central to the whole Witwatersrand mining industry and played a decisive role in property transactions on Doornfontein, was the "mynpacht" (mijnpachtsbrief).\(^{50}\)

The mynpacht was simply a title conferring the right to mine. It did not give its holder ownership of the land (or the minerals), only the right to exploit its mineral wealth. This right was transferable in terms of section 23 of the act which gave lessees of land that was due to be proclaimed the same rights to mynpachten as land owners (provided the lease agreement fulfilled certain conditions). The cost of a mynpacht was five shillings per morgen, per year. This was considerably cheaper than a claim licence and encouraged large-scale mining opera-
tions. The low cost of mynpachten made them much sought after and valuable properties, especially since they could be subdivided, leased and sold in their own right. In terms of section 18 of the Gold Law, the owner of land which was due to be proclaimed was entitled to apply for a mynpacht over roughly 10% of it.

The first lease and the proclamation on Doornfontein

The presence of gold in the Witwatersrand geological formations had been common knowledge for months before the middle of 1886 and various apparently promising strikes had been made. Although these strikes did not fulfil expectations, they were promising enough to arouse considerable excitement and encourage further prospecting. During June and July the main reef was finally discovered on the farm Langlaagte and then on Turffontein and Doornfontein. These discoveries brought increasing numbers of prospectors to the area and they began operations on various farms, including Doornfontein. They were soon followed by speculators and industrialists such as J.B. Robinson and Cecil Rhodes.

The first leasehold transaction on Doornfontein was apparently concluded after the discovery of the main reef on Langlaagte and before the proclamation of the Doornfontein Goldfield (see below). The owner, Frederik Jacobus Bezuidenhout snr. entered into a lease agreement with veldkornet Johannes Petrus Meyer and three associates: W.S. McLaren, H.B. Marshall and S.O. du Toit for the mineral rights on a specified portion of the farm. The lease was notarized, registered at the Deeds Office and the hereregte paid on 16 August 1886.

In terms of the 1885 Gold Law this procedure was necessary to enable the lessees to apply for a mynpacht, as veldkornet Meyer almost certainly knew. The farm had still not been surveyed, so the area concerned was rather clumsily described in terms of its boundaries. These were defined as follows:

"...a line extending from the north-eastern corner-beacon of Turffontein, running in a straight line to the south-western corner-beacon of the farm Doornfontein; from there in a straight line to the spruit and extending through the spruit for fifty (50) paces eastward from the latter corner-beacon, and from there in a straight line to a point one hundred paces on the eastern side of the spring and from there, round again to the previously mentioned north-eastern corner-beacon of Turffontein."

In terms of this contract, the lessees were entitled to prospect rent-free on the land for a period of six months, beginning on 29 June 1886. The lessees were to pay £50 rent for the first year and £100 for the second year. For the third and subsequent years, Bezuidenhout could choose between £150 rent or 2½% of any profits. The lessees were entitled to transfer their rights to any other parties as they saw fit.

The early occupation date stated in agreement to in the contract suggests that the notarial contract and registration merely formalised an agreement which already existed. In all probability, Meyer and his associates or their agents had been prospecting the land for some time prior to the official date of the lease. As we shall see, in August the Government officially announced its intention to proclaim part of Doornfontein. This announcement probably spurred the lessees on to formalise their lease agreement in line with the requirements of the Gold Law so that they could apply for a lessees' mynpacht.

Meyer's involvement in this transaction is not surprising. He held the officially elected office of veldkornet of the ward "Suikerboschrand" in which Doornfontein fell. One of his duties was to acquaint the burgers in his ward with the contents of all new legislation which concerned them. Consequently he must have known and understood the implications of the various laws dealing with property, including the Gold Law. Specifically, he would have been aware of the advantages inherent in a mynpacht and the legal requirements which lease agreements had to meet for the lessees to qualify for mynpachten under section 23 of the act. When it became clear that the portion of Doornfontein he had leased was to be proclaimed, he must have realised the importance of having the lease notarised and registered.

Nor is it surprising that he concluded the original lease agreement at a comparatively early stage in the discovery of the main gold reef. In the course of his duties as veldkornet, he had to travel his ward constantly. This must have given him an intimate knowledge of the terrain and the opportunity to find out at first hand about the various gold strikes and the geological formations in which gold occurred. Given these advantages, it is hardly surprising that Meyer was in a position to select a favourable area to lease. Although he never achieved ownership of any part of Doornfontein, he did succeed in obtaining control of a major share of the wealth accruing from it. In the light of his early success and the acumen with which he used the various advantages his office brought him, he went on to become one of the first and most active Boer land speculators of the time. Arguably, he was also the most successful Boer speculator in the history of the Witwatersrand.

The lease agreement between Meyer and his associates and Bezuidenhout was unusual in two respects. Firstly, Meyer acted for both the parties to the agreement. His signature appears on the lease agreement both as lessee and lessor. The reason for this apparent anomaly is that (according to the lease documents) the Bezuidenhouts, both father and son, had granted him a power of attorney to handle all property transactions on their behalf. The second unusual feature of the agreement is that
On the same day Bezuidenhout formally granted a full
lease agreement that Meyer and his associates had
concluded in the proclamation. The map of the "southern
portion of Doornfontein (which was due to be proclaimed on 27
August 1886). In view of their close business relationship, it seems likely that
Bezuidenhout was aware of both the application and its
processing. After consideration of the legality of Meyer's
claim to a mynpacht, the application was approved and a
standard letter informing Meyer was drafted and appar-
tently dispatched the following day. In view of their
of farms. The survey of Doornfontein had already
been completed before the proclamation was issued and
beacons may have been erected to mark off the pro-
claimed portion. However, this information was not
included in the proclamation. The map of the "southern portion" of Doornfontein was eventually approved by the
Surveyor General in July 1989, when it became known as "Lot B" of Doornfontein.

The mynpacht on Doornfontein

The process of finalising a mynpacht on Doornfontein seems to have been both complex and confused. The
lease agreement that Meyer and his associates had
signed with Bezuidenhout appeared to give them a legal
claim to a mynpacht in terms of Section 23 of the Gold
Law. However, the law was a complicated one
(comprising 91 sections) and not always easy to inter-
pret. One of the ambiguities it contained was the ques-
tion of owners' and lessees' mynpachten. The law was
not clear as to whether an owner lost his right to apply
for a mynpacht when he leased land or whether both the
owner and lessee were entitled to separate mynpachten.61

There were also certain practical difficulties involved. At
the time when the lease was concluded the farm had not
yet been surveyed so its actual surface area was unknown
and could not be recorded in the notarial agreement.
This made the size of the area over which a mynpacht
could, in principle, be granted to the lessees, the owner
or both difficult to determine. The situation was further
complicated because, rightly or wrongly, it was believed
that gold-bearing reefs occurred only on part of the farm.
Until the official proclamation was published, this made
it uncertain how much of the farm would be proclaimed.
Since the size of the mynpacht was proportional to the
proclaimed area, it is hard to see how the applicants
could determine what the area they should apply for was.

In the face of all these uncertainties it is hardly surpris-
ing that Bezuidenhout and Meyer were confused about
who was actually entitled to apply for a mynpacht and
what portion of the farm. Ultimately, both of them
did. On 11 August 1886 (the day before the official Ex-
cutive Council Decision) Meyer wrote from Doornfon-
tein, where he had established a camp, to the State Sec-
retary to apply for a mynpacht on "a certain portion" of
Doornfontein on behalf of himself and his associates in
the lease agreement. In the meanwhile, Doornfontein
had been surveyed and the surveyor (M. Walker) had
apparently determined that the area of the mynpacht
ought to be roughly 144 morgen (124 ha).63 Meyer's
application for a mynpacht was received in Pretoria on
13 August. Although the application makes no specific
reference to the lease agreement concluded with F.J.
Bezuidenhout senior, to the exact portion of the farm in
question or to a surveyor's map or certificate, it was duly
processed. After consideration of the legality of Meyer's
claim to a mynpacht, the application was approved and a
standard letter informing Meyer was drafted and appar-
tently dispatched the following day.64 In view of their
little, it seems likely that
Bezuidenhout was aware of both the application and its
success. It thus seems strange that, on 13 September
1886, he applied for a mynpacht on the southern portion
of Doornfontein (which was due to be proclaimed on 27
September) for himself. He based his claim on the
"Executive Council Decision, Section 178 of 20 August
1886".65

On the same day Bezuidenhout formally granted a full
power of attorney to F.J. Meyer which authorised him to
transact business on Bezuidenhout's behalf and indem-
nified him against any consequential loss to Bezuiden-
hout.66 This power of attorney constituted the legal
Restored copy of the Original Surveyor's Map of Doornfontein no. 323. Adapted from Map DB 79/27, IR92, portion 10, Office of the surveyor General. The thick line crossing the farm from East to West divides the proclaimed and unproclaimed portions of the farm. A few of the suburbs later established on the farm are roughly indicated in italics.
formalising of a relationship which had existed since June of that year, when Meyer had begun concluding
lease agreements with prospectors on small portions of
Doomfontein for Meyer,67 as well as the lease to himself.
It seems doubly strange that Bezuidenhout should have
made the application himself instead of leaving the mat-
ter in Meyer's hands. Quite possibly, Meyer and
Bezuidenhout hoped that by making two apparently
independent applications they could increase the total
area of the mynpacht(s) on Doornfontein. If this was the
case, the strategy failed. After consideration,
Bezuidenhout's application for a mynpacht was turned
down on the grounds that the Doornfontein mynpacht
had already been granted to Meyer.58

In spite of all this, the mynpacht (no. 126 of 1886) on
Doornfontein was eventually granted to Bezuidenhout,
not Meyer. Unfortunately there is no indication of how
or why this was done in the files of the State Secretary.
What probably happened is that Meyer and Bezuiden-
hout realised that since Meyer had only leased part of
the land on which a mynpacht could be claimed and that
the Government only intended granting one mynpacht
on Doornfontein. This meant that it would be to their
mutual advantage if Bezuidenhout's claim to a mynpacht
over the entire proclaimed portion of the farm were to
succeed instead of Meyer's partial claim. If the full myn-
pacht were to be granted to Bezuidenhout, this would not
affect the validity of Meyer's lease and so the
size of his mynpacht would remain unchanged and the total area of the full
mynpacht would be larger. The additional
area would be allocated directly to
Bezuidenhout, who would benefit from the
revenues accruing from it. In his capacity as
Bezuidenhout's sole agent for all property
transactions, Meyer would also benefit from
the additional transactions on the larger
mynpacht. Apart from the obvious financial
advantage, the two men were friends. A
change in the terms of the mynpacht could
not harm the interests of either, and so there
was no reason why they should not
cooperate to their mutual advantage:

Whatever the reason, there are no further
references in the sources to Meyer's myn-
pacht. Probably Meyer withdrew his appli-
cation. Instead, on 1 October, acting for F.J.
Bezuidenhout, he applied again (this time
successfully) for an owner's mynpacht on
the proclaimed portion of Doornfontein.69
The new application on Bezuidenhout's
behalf suggests that Meyer's mynpacht must
have already been revoked: he could hardly
have reapplied if he still held the mynpacht
which constituted the grounds for refusing
Bezuidenhout's original application. The
new application was granted on 12 October
as mynpacht no. 126 of 1886 for an initial
period of five years, renewable thereafter for
periods not exceeding twelve years. The size
of this new mynpacht shows the success of
Meyer and Bezuidenhout's revised strategy.
The total area of mynpacht no. 126 was 221
morgen, 247 square roods (190 ha), com-
pared to the 144 morgen (124 ha) which had
originally been awarded to Meyer. Meyer's
lease agreement remained in effect, which
gave him and his associates control of 144 morgen, 548
square roods (124 ha) of the mynpacht. This was slightly
larger than the area Meyer had originally requested and
left Bezuidenhout with a further unleased mynpacht of
just under 80 morgen. Predictably, this generated what
Bezuidenhout must have seen as a substantial income,
even though it could hardly be compared with the wealth
generated by Meyer's leased portion.70

Veldkornet JP Meyer as member of the First Volksraad for Johannesburg.
Afrikaners on the Witwatersrand. Photograph Collection, RAU Library
**Lease transactions on Doornfontein no. 323**

It is clear from the way Meyer handled his share of the Doornfontein mynpacht that he immediately grasped the possible long-term potential of the Witwatersrand. He may also have had some idea of how capital-intensive the exploitation of the reef was likely to be. Almost immediately, he began negotiating with a consortium of financiers from Natal who commanded the capital necessary for industrial exploitation. On 23 September 1886, even before mynpacht no. 126 had been finalised, he concluded a notarised deed of cession with the City and Suburban Syndicate of Pietermaritzburg (Natal). In terms of this agreement Meyer sold his quarter share of the lease on the mynpacht to the syndicate for £500 and, significantly, a fully paid-up share in the syndicate. This share ensured that he would share in the profits of any long-term development while the cash payment enabled him to recover the cost of the lease. In contrast, by the end of November, S.O. du Toit had sold his share in the lease in two separate transactions which realised the sum of £425. By doing so, he cut himself off from any long-term benefits from the gold industry.

After his initial lease to Meyer, and very probably on his advice, Bezuidenhout followed a similar, but less spectacularly successful, strategy of maintaining an interest in future developments. Even before proclamation, he had effectively alienated 144 morgen (124 ha) of his mynpacht in terms of the lease to Meyer and his associates, all of which eventually became the property of the City and Suburban syndicate. With Meyer as his business agent, he leased the rest of his holding in two batches as it became increasingly obvious that the reef on his land was extremely profitable. By setting fixed periods to the various leases he managed to retain a share in the long-term benefits of mining operations and also avoid permanently alienating his land.

After this, Bezuidenhout waited almost a year before leasing any more of his mynpacht. Then, on 1 June 1887, he finalised three transactions. He leased an area of 6 morgen, 419 square roods (6 ha) to Julius Jeppe for an annual rental of £99 and another 6 morgen, 208 square roods (5 ha) to the J.F. Nicholson Company for £180. In both cases the lease was to run for twenty years at the same rental, with an option to renew it for a further twenty years at rentals specified in the contract. (In Jeppe’s case, the rental would almost double, but decreased in the other.) Both lessees were required to give timely notice of renewals to Bezuidenhout and to the Registrar of Deeds, which would ensure that they, and not Bezuidenhout, paid the necessary transfer duties. Although both leases show that Bezuidenhout did not yet fully appreciate the value of his holdings and (with hindsight) failed to make sufficient provision for the increase in their value, they are infinitely more sophisticated than the first lease (to Meyer).

In comparison with the first two, the third lease, once more to J.P. Meyer, was very generous. Meyer leased two separate portions of the mynpacht totalling an area of 8 morgen, 279 square roods (7 ha) for only £72. As in the other cases, the lease was to run for twenty years at the same rental, after which it could be renewed for a further twenty years for an annual rental of £144. This lease contained a unique provision that suggests that Bezuidenhout’s generosity to Meyer was intentional. The agreement provided that if Meyer should sell or transfer his rights to more than five-sixths of this land, the annual rental would triple to an amount of £216.

Three months later Bezuidenhout entered into four further lease agreements on portions of his mynpacht, all of which were registered on 30 August 1887. This time the leases involved a total area of nearly 55 morgen (47 ha) on terms which were very similar to those of the first batch. The most significant difference was in the rentals, which reflect the rate at which land values on the Witwatersrand were increasing. F.M. Wolhuter leased two portions of the mynpacht from Bezuidenhout totalling 31 morgen, 446 square roods (27 ha) at an annual rental of £441. In a separate transaction he also leased a further 14 morgen, 467 square roods (13 ha), this time for £96 per year. In partnership with Carl Jeppe, L.P. Ford and J. Charlton, he also leased 5 morgen, 325 square roods (5 ha) at an annual rental of £36. These three transactions gave Wolhuter a major interest in the Doornfontein mynpacht, although his holdings were far smaller than the area that the City and Suburban Gold Mining Co. had obtained from Meyer. In the last lease, Carl Jeppe personally leased 2 morgen, 554 square roods (2 ha) for which he paid £18 annually. All these leases ran for a period of twenty years and were renewable for a further twenty years at double the original rental, the lessees being once more liable for transfer duties.

By this time the eight leases he had granted covered virtually the whole of Bezuidenhout’s mynpacht (of which the largest part had been leased to veldcorner Meyer). During the first year they earned him an income of £942. Apart from the rent from his mynpacht, Bezuidenhout also received a substantial income from his share (50%) of the claim licence fees on the rest of the proclaimed portion of the farm. In today’s terms this hardly seems a fortune, nor is it to be compared with the huge earnings of the mining magnates. It is difficult to assess what value this income really had for Bezuidenhout who had lived his life in the ZAR’s cash-impoverished economy and was used to doing without large sums of money. In the context of the largely barter and subsistence economy, it must have represented a fortune, but whether Bezuidenhout really attached much value to it is a more difficult question.

Some idea of its purchasing power can be formed by comparing Bezuidenhout’s income to the salaries of public servants in the area at the time. Carl von Brandis, Mining Commissioner and civil servant of eighteen
his clerk received £275 and the chief constable in the mind that his income from the gold industry represented able him to continue farming, we should also bear in mind that there were, at this stage, charges of large-scale corrup-
tion among the officials. This suggests that the salaries were, if not generous, at least adequate, given the economic conditions and general living standards of the time. Since Bezuidenhout retained sufficient land to enable him to continue farming, we should also bear in mind that his income from the gold industry represented a bonus over and above the normal earning power of his farm. The growing settlement and industrialization of the area also created a strong and even inflationary local market for agricultural produce. This further increased the earning potential of the farm.

Land alienation on Doornfontein

About six months after he had leased his entire mynpacht, Frederik Bezuidenhout snr. gradually began to sell off sections of the farm, especially on the proclaimed portion, which was of great demand. The first part of Doornfontein to be sold was the portion on which the mynpacht had been granted and which Bezuidenhout had leased to Meyer and his three associates. As we know, it comprised an area of 144 morgen, 548 square roods (124 ha) and was sold for £6,000 to the City and Suburban Gold Mining Co. As we have already seen, Meyer’s lease (Contract No. 123) on the mynpacht over the area had already been sold to the same company. The effect of this sale was to transfer the ownership rights on the land to the company which already leased the right to mine on it. The Deed of Transfer was dated 3 March 1888 and it was subject to an unusual servitude in terms of which the seller or his heirs retained the right to buy back the land for the sum of £5 sterling when it should become apparent that the precious metals on that portion of the farm were worked out. This provision made the sale of ownership tantamount to an indefinite lease, thus preventing the ultimate alienation of the land.

This sale left Bezuidenhout the owner of 76 morgen, 299 square roods (66 ha) of his original mynpacht, which he sold in three further transactions. The first of these was registered on 26 October 1892 when Bezuidenhout sold land comprising 56 morgen, 106 square roods (48 ha) to the Meyer en Charlton Goudmyn Maatskappij for £8,500. The sale included the right to the mynpacht over this part of the farm as well as the lease agreements with Wolhuter and Carl Jeppe.

Bezuidenhout sold what was left of the land over which he had obtained his mynpacht to Julius Jeppe jnr. in two separate transactions, registered on 30 May and 25 July 1893 respectively. In the first, Julius Jeppe paid £678.10.0 for 14 morgen, 467 square roods (13 ha), which he resold on the same day to the Wolhuter Gold Mining Co. for £1 500. In the second transaction, Jeppe bought the last 5 morgen, 326 square roods (5 ha) of the mynpacht for £300. He took transfer on 25 July 1893 and, again on the same day, resold part of his purchase to E.W. Tarry & Co. for £275. He sold the remainder to the North Doornfontein Mijnpacht Syndicaat for £300 and 1 300 fully paid-up shares in the syndicate on 23 September 1893.

These two sales provide another perspective on Bezuidenhout’s transactions. Within the space of three months, Julius Jeppe resold the land he had bought from Bezuidenhout, making a profit totalling £275 and 1 300 shares in a syndicate. To some extent this reflects the state of the land market on the Witwatersrand. At the same time, one can hardly avoid comparing Julius Jeppe’s acumen in accumulating wealth from land very favourably with that of the two Boer “notables” - Meyer and Bezuidenhout.

Except for the land which Bezuidenhout snr. sold his son to farm on, all the transactions we have considered so far involved proclaimed land which was leased or bought solely for mining purposes. This should not create the impression that there was no interest in the rest of Doornfontein. Some speculators suspected that gold-bearing ore was also to be found on the unproclaimed portion of the farm. On 6 June 1889 the New Doornfontein Freehold Syndicate bought 105 morgen, 558 square roods (91 ha) of the unproclaimed portion of the farm for £5,000.

The terms of this sale give us an interesting glimpse of Bezuidenhout’s determination to carry on with his accustomed way of life in the teeth of the burgeoning mining industry. While he had bowed to the inevitable as far as the proclaimed portion of the farm was concerned, and even turned the event to his own advantage, he took pains to protect the unproclaimed portion from an invasion of miners. In this instance he made the sale conditional on the buyer agreeing to erect and maintain a sturdy wire fence along the (eastern) boundary between the portion sold to him and the rest of the farm. The purpose of the fence was apparently to make it possible for Bezuidenhout to carry on farming on the remainder of his property (which he did until his death in 1900). The Syndicate also undertook to pay Bezuidenhout £500 annually in advance for 40 years. In case the Syndicate should default on this payment, Bezuidenhout retained the right to demand the retransferral of the land to himself without any form of compensation. A probable explanation for this unusual measure is that Bezuidenhout wanted to retain some hold on his unproclaimed land.

The same desire seems to be evident in Bezuidenhout’s other sale of unproclaimed land. On 5 April 1889, he sold 170 morgen, 472 square roods (146 ha) of the farm to the Ford and Jeppe Estate Co. For this transaction he agreed to accept shares in the company instead of cash and actually received 12,000 ordinary shares and 9,000
Bezuidenhout probably only partially realised the value of the asset he owned and may not have been particularly concerned about it. However he and Meyer appre-
associated the importance of not alienating it permanently or of allowing further fragmentation to take place. To this end, one should add Meyer's relative acumen in speculative transactions and utilization of his specialist knowledge of the relevant legislative structures. Together with Bezuidenhout's evident attachment to his farm, these factors explain the efforts keep ownership of the property in the Bezuidenhout family, even after F.J. Bezuidenhout's death. Ultimately, these efforts proved unsuccessful.

The narrative emplotment of the development of the Transvaal's structures of land and mineral ownership establishes a context that gives meaning to the narrative of early property transactions on Doornfontein. In the case of Doornfontein it seems that Trapido's Boer "notables" had little success in accumulating land, although Bezuidenhout snr. did succeed in rising to the level of a financial "notable" by refusing to alienate a large part of his land. Veldcomet Meyer certainly grasped the opportunities his position in the community afforded him, but on Doornfontein, his success lay in accumulating wealth rather than land. However, further research in the form of case studies and the part played in land accumulation by foreign speculators and industrialists is needed to establish a context that gives meaning to the narrative of early property transactions on Doornfontein, but this is not its primary purpose.

Ultimately, this study is a narrative of individuals working within the structures of their time instead of perceiving them as constraints. Due both to the power they could command in the community and their own initiative, Meyer and to a lesser extent Bezuidenhout, were able to achieve some degree of success in attaining their (limited) aims.

ENDNOTES

3 Fourie, *Die Afrikaners in Johannesburg*, pp.94-95.
5 For an explanation of these terms, see Hayden White's theory of the historical work in *Metahistory* (Baltimore and London, 1975), pp.5-41.
12 R. Wagner, "Zoutpansberg: The Dynamics of a Hunting Frontier" in S. Marks and A. Atmore (eds.), *Economy and Society in Pre-Industrial South Africa* (London, 1980), p.318; Pelzer, *Geskiedenis van die Suid-Afrikaanse Republiek*, pp.142-153 and Potgieter, *Die Blanke in Transvaal...*, pp.55-88. The ZAR was officially established in 1853, but conflict between the districts continued for some years. 1860 seems to signal the final union of the various communities and the acceptance of Pretoria as capital.
17 In fact, this was one of the official duties of a veldcomet in the ZAR.
19 According to the Report of the Surveyor General - 1884, there were three ways of inspecting farms by that time. The one used for Doornfontein required that the area of the farm should be "een uur gaans over kruis" (completely traversed in one hour). This entailed fixing a point
as the centre of the farm. From here the inspector rode at walking pace for thirty minutes in one of the cardinal compass directions. At the end of this ride he made a ninety degree turn and rode in the new direction for thirty minutes. The point he reached at the end of this ride was one of the corner-beacons of the farm. The inspector then returned to the "centre" and repeated the process for the other three cardinal compass directions. In this way all four corner-beacons were fixed. Various deviations were permitted, e.g. a farm could (within limits) be rectangular instead of square. The inspection methods are clearly described in: F.A. van Jaarsveld, "Die Veldkornet en sy Aandeel in die Opbou van die Suid-Afrikaanse Republiek tot 1870". In Archives Year Book for South African History, 13th year, vol.II, 1950.

The size of a farm was in some cases determined as the area traversable on horseback in an hour. In 1882 this description was changed to an area of 3 750 morgen (3 212 ha), but obviously the more exact definition did not affect farms already inspected (including Doornfontein) (De Lokale Wetten der Z.A. Republiek, 1849-1885, pp. 26-27).

TA, ZAR, 112, S.A. Republiek Landmeter-Generaal Raporte, Jaarverslae en Diverse 1884-1897, Rapport van den Landmeter Generaal, 1884, pp.10-11,12. (1 morgen consists of 600 square Cape Roods and is roughly equivalent to 0,856 hectare. Since the exact area is unimportant for the purposes of this article, metric conversions have been rounded off to whole numbers throughout.)


(At the time of the original inspection, there was no central registry for property transfers, records for each district being kept separately by each local landdrost. Subsequent records of transactions involving Doornfontein refer to the original inspection in 1853, but do not reflect a date of occupation. It seems reasonable to assume that the original date of occupation was prior to the inspection.)

For example: PDO, Transfers. Vol. 801-900; Deed No. 1887/872.

Pretoria Office of the Surveyor-General (PSG), 92 IR, pp. 1-10, map 40.

PDO, Register of Farms: Doornfontein No. 323 (92 IR); TA, SS, 1261, R4704/86, p. 116.
Ground no.'s 126 - 165, Book 1, folio 126. 12 October 1886, Mynpachten voor Eigenaar nr. 126.

TA, SS, 6775, R3871/86, p.132. Annexure to the Report of the Commission of Enquiry into the Witwatersrand Goldfields: Specimen lease contract. As we have seen, Meyer also acted on Bezuidenhout's behalf in the lease which he himself obtained on a portion of Doornfontein.

TA, SS, R3915/86, p.98, Minute sheet attached to Bezuidenhout's application for a mynpacht various dates.


RMT, Bound volume: Mynpachten on Private Ground No.'s 126 - 165, Book 1, folio 126, dated 12 October 1886, Mijnpacht voor Eigenaar.


Ibid., no.156/1886 and no.173/1886.

Ibid., Vol. 251 - 300, no.278/1887 and no.279/1887.

Ibid., no.280/1887.

Ibid., Vol. 351 - 400, no.381/1887; no.382/1887; no.383/1887; no.384/1887.

Fourie, Die Afrikaners in Johannesburg ..., p.38.

PDO, Miscellaneous Contracts, Vol. 1 - 100, Contract no.77/1888.

Ibid., Vol. 2701 - 2800, Contract no.2743/1892.

Ibid., Vol. 1301 - 1400, Contract no.1365/1893.

Ibid., Contract no.1366/1893.

Ibid., Vol. 1701 - 1800, Contract no.1799/1893.

Ibid., Contract no.1800/1893.

Ibid., Vol. 2201 - 2250, Contract no.2232/1893.


Ibid.


Ibid., Vol. 1101-1200, Contract no.1147/1891.

Ibid., Vol. 201 - 300, Contract no.281/1893.


Ibid.

Ibid., Vol. 501 - 600, Deed of Transport no.573/1898.