

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

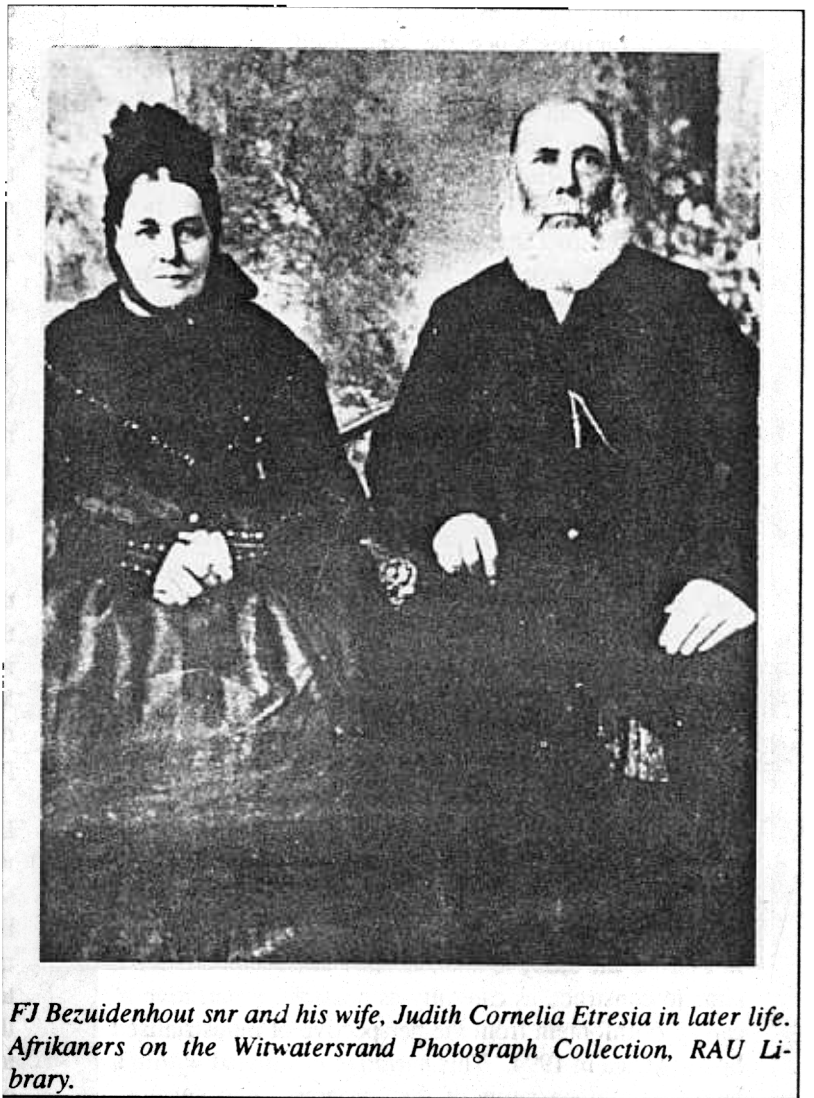
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Introduction

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 Stanley 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-



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

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plore 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 process 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 acquired by a Boer "notable", although veldcornet 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 substantial part of contemporary Johannesburg which has a fascinating and chequered history (see map 1.).

There is a further reason for relating Trapido's hypothesis to Doornfontein. In considering whether the Witwatersrand 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 atypical 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 include 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 relevant 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 early Doornfontein from the perspective of industrialised South Africa in 1994.⁴ This narrative is situated within a humanist metanarrative of the "progress" and development 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 considerable use of contextualist argumentation. The strategy of explanation 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 Transvaal. 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 archaeological sources themselves. Except through comparison with other groups and inferences based on contemporary assumptions, they can yield little information on the nature 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 Hurutshe 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 impossible 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 establishment of the town in 1838.⁹ The settlement spread rapidly to include the area known today as the Witwatersrand. 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 1860.¹² 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).¹³ 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.¹⁴ The first farm to be inspected in this area was Wilgespruit in 1841,¹⁵ 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 1884.¹⁶ 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 veldcornet for knowledge of the laws affecting them.¹⁷

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 1885.¹⁸ 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.¹⁹

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.²⁰ The inaccuracy 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.²¹ 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.²²

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.]

West 15
 South 30
 East 45

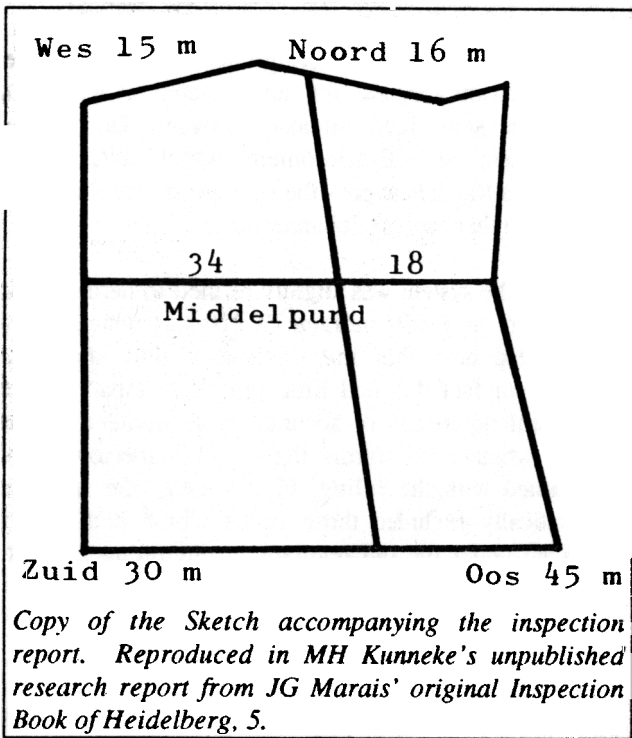
Served by what water: by one spring
 Distance from nearest town: 6 hours from Pretoria
 Extent: [This entry was often left blank in early inspection reports]

Inspection fee paid 15.2.4:

Inspected in 1853

J.G. Marais
 B.C. Veljoen [sic]

[The report also included a diagram of the farm (sketch 1) which only roughly corresponds to the later surveyor's map (see map 1).]



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.²⁴ 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

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.³² 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.³³ 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 1887,³⁶ and the date of transfer was then entered in the Register of Farms as 1 July 1887.³⁷ Although delays in registering land transactions were common at the time, this seems an inordinately long one.

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 Volksraad had resolved to levy an additional land tax of five shillings per annum

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.⁴⁰ 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 Bezuiden-

hout'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.

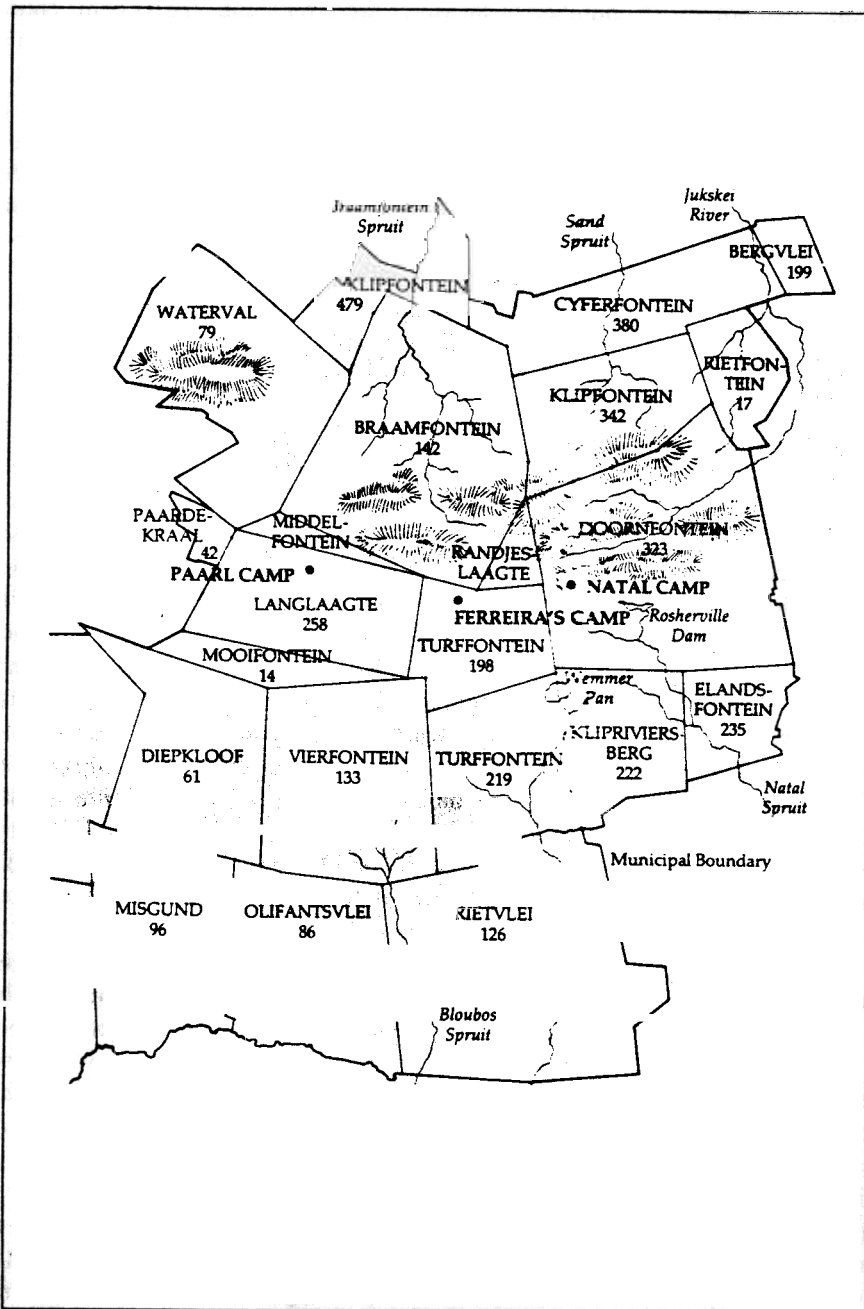
The development of mineral ownership in the ZAR

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.⁴¹

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 Monomatopa, where gold had been found from time immemorial."⁴²

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-



on each portion (including the original one) of a subdivided farm.³⁸ At the time the basic tax payable on an entire farm was ten shillings per annum.³⁹ Turffontein 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,

ered 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 de 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 dezen Staat gevonden 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-digging 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 edelgesteentes 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 licences 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 handeldrijven in Edele Metalen en Edelgesteentes 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" (mijnpachtbrief).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.⁵¹ 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."⁵²

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.⁵³

The early occupation date stated in agreed 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.⁵⁴

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.⁵⁵ 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

no period to the lease is specified. As a result it could be (and actually was) renewed on an almost indefinite basis on the original highly favourable terms. This substantially increased the value of the lease as a means of controlling the exploitation of the land's mineral wealth. The Registrar of Deeds finally cancelled the lease agreement on 29 September 1929 on the grounds that the owner and the lessee had become the same body.⁵⁶

Once it became clear that the Witwatersrand Goldfields were a paying proposition, several petitions and deputations were sent to the ZAR Government requesting the proclamation of public gold-diggings in the area. On 3 August 1886 the State Secretary reacted by instructing C.J. Joubert and Johann Rissik to form a two-man Commission of Enquiry to investigate the viability of the Witwatersrand Goldfields and make recommendations on the most suitable site for establishing a town in the area.⁵⁷ After meeting with all the interested parties, Joubert and Rissik produced a report which the Executive Council considered on 12 August. In the light of the report, it decided to issue a proclamation of intent to proclaim certain areas of the Witwatersrand (including the southern portion of Doornfontein) as public gold-diggings. Notice of the decision, appeared in the *Staatscourant* of 18 August 1886. The announcement specifically called on farm owners to exercise their rights in terms of the Gold Law (Law No. 8, 1885) before (instead of on) proclamation. This was so that the area available for public exploitation could be finalised before the expected gold rush began.⁵⁸

On 8 September 1886, the proclamation dates of the farms which constituted the Witwatersrand Goldfields was announced. The southern portion of Doornfontein, comprising 2,215 morgen, 21 square roods (1 897 ha), most (but not all) of which had been leased to Meyer and his associates, was to be opened for public digging on Monday 27 September.⁵⁹ It is an interesting reflection on the system of land tenure that the official proclamation made no attempt to define exactly what part of Doornfontein the "southern portion" was, an omission which could have caused considerable confusion. This vague description was in line with the general practice of the time, but it was usual to proclaim entire farms, which were specified by name, rather than specific portions 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 proclaimed 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.⁶⁰

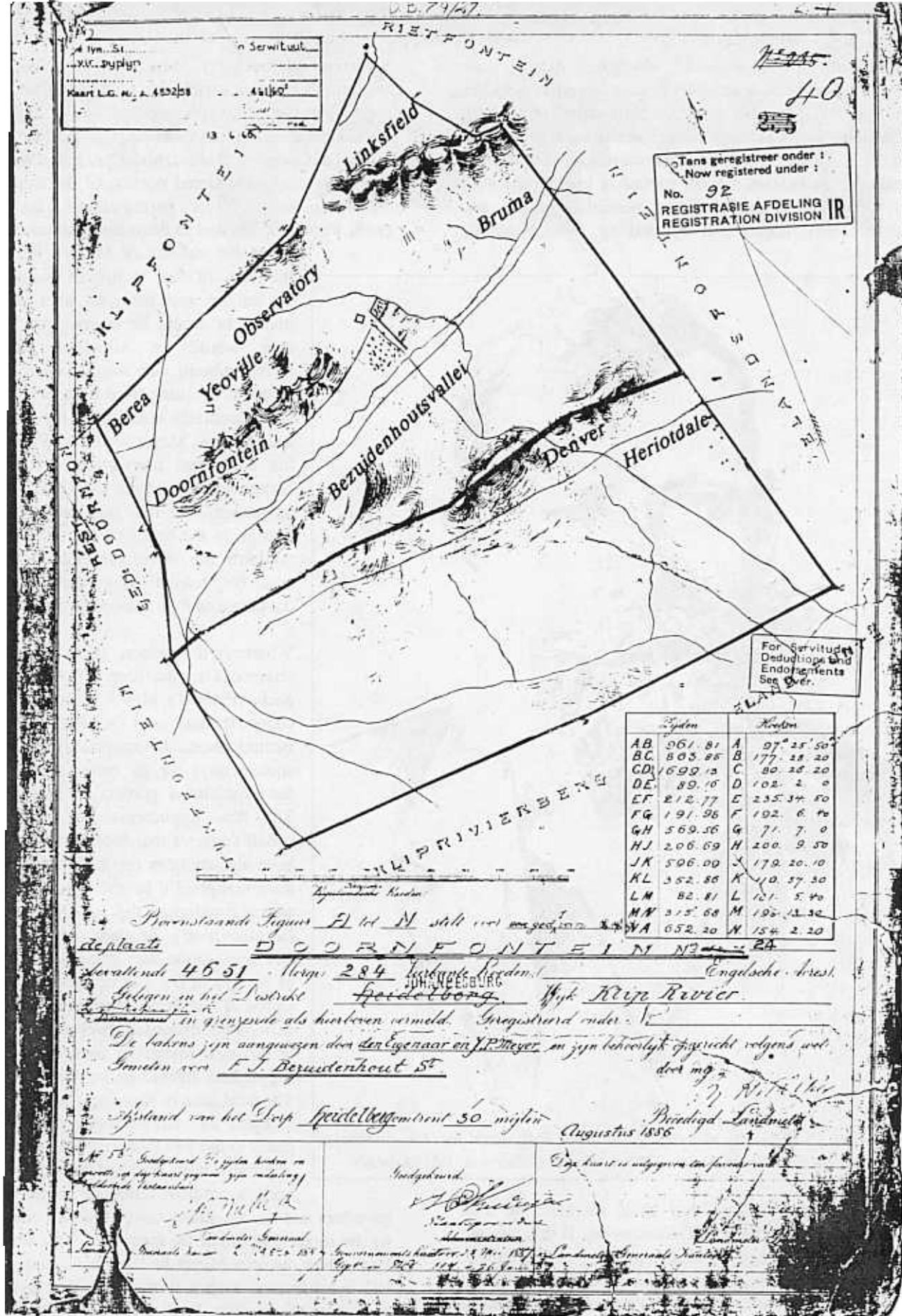
The mynpacht on Doornfontein

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 interpret. One of the ambiguities it contained was the question 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 surprising that Bezuidenhout and Meyer were confused about who was actually entitled to apply for a mynpacht and on what portion of the farm.⁶² Ultimately, both of them did. On 11 August 1886 (the day before the official Executive Council Decision) Meyer wrote from Doornfontein, where he had established a camp, to the State Secretary 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 apparently dispatched the following day.⁶⁴ In view of their close business relationship, 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 indemnified him against any consequential loss to Bezuidenhout.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 Doornfontein 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 matter in Meyer's hands. Quite possibly, Meyer and Bezuidenhout hoped that by making two apparently

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 mynpacht 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 mynpacht. Probably Meyer withdrew his application. 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), compared 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

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.⁶⁸

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-



Veldkornet JP Meyer as member of the First Volksraad for Johannesburg. Afrikaners on the Witwatersrand. Photograph Collection, RAU Library

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.⁷¹ 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 £425.⁷² 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.⁷³ 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 £216.⁷⁴

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.⁷⁵

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 veldcornet 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-impooverished 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

years' seniority, was paid a salary of £450 per annum; his clerk received £275 and the chief constable in the area was paid £125 per annum.⁷⁶ To judge by the records of the State Secretary, the size of these salaries does not seem to have caused serious complaint at that time. Nor were there, at this stage, charges of large-scale corruption 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 in 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.⁷⁷ 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.⁷⁸

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),⁷⁹ which he resold on the same day to the Wolhuter Gold Mining Co. for £1 500.⁸⁰ In the second transaction,

Jeppe bought the last 5 morgen, 326 square roods (5 ha) of the mynpacht for £300.⁸¹ He took transfer on 25 July 1893 and, again on the same day, resold part of his purchase to E.W. Tarry & Co. for £275.⁸² 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 1893.⁸³

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 £5,000.⁸⁴

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.⁸⁵ 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

debentures. The ostensible reason for this was that the company planned to develop the area as a township, which made it difficult to predict their profit.⁸⁶ This may well have been the case, but the fact remains that by accepting the shares, Bezuidenhout retained at least some hold on the land.

In 1891 Frederik J. Bezuidenhout jnr. also sold his (unproclaimed) portion of Doornfontein, in two transactions. On 5 June 1891 he sold almost a third (52 morgen, 160 square roods [45 ha]) of his property to the Johannesburg Waterworks, Estate and Exploration Co., Ltd for £10 000.⁸⁷ He sold the remainder to the same company for £5,000 on 25 January 1893.⁸⁸ The company bought the land because it hoped to supply Johannesburg with water from Doornfontein's springs.

By 1893, the original farm had shrunk considerably, although it remained a considerable tract of land. Frederik Bezuidenhout snr. had sold his entire mynpacht of 221 morgen (189 ha) (which had already been leased to other parties) to people outside his family. He had also made 169 morgen (145 ha) of the farm over to his son, who did the same. The Ford and Jeppe Co. bought a total of 170 morgen (146 ha) and the New Doornfontein Freehold Syndicate bought a further 105 morgen (91 ha). Taken collectively, this meant that a total area of 667 morgen (571 ha), including 221 morgen (190 ha) of (proclaimed) mynpacht land, had passed out of the Bezuidenhout family. In his cession of the land to his heirs, the area still in his possession was stated to be 4153 morgen, 207 square roods (3557 ha).⁸⁹ This included most of the proclaimed goldfield on the southern portion of the farm, over which he retained ownership and which would revert to him if the goldfield were deproclaimed.

Measures to prevent the alienation of Doornfontein no. 323

Bezuidenhout ceded the remaining portion of the farm to his heirs (excluding his eldest son) on 1 July 1893, subject to the retention of usufruct rights on half the yield of the farm for the rest of his and his wife's lives (Judith Cornelia Etresia Bezuidenhout [née Viljoen]). Bezuidenhout and his wife also retained the right of occupation for the rest of their lives. In practice this meant that Bezuidenhout's heirs were unable to sell the property or any part of it until after both their parents' deaths.⁹⁰ In a further attempt to prevent the entire farm passing out of the family, a clause was included in Judith Bezuidenhout's will prohibiting her heirs from selling their respective portions of her one sixth portion of the farm to any outside party, although they were permitted to sell to their fellow heirs.⁹¹ In this way, further alienation of the land from the family (although not fragmentation) would be prevented and the way opened for at least some degree of reconsolidation of the farm.

In spite of these measures, the remainder of the farm was only kept intact until 1900 (the year of Bezuidenhout's death), when his heirs made it available for township development. Although Judith Bezuidenhout's heirs were only permitted to sell land to each other, there were so many heirs that this provision failed to prevent an incredible degree of fragmentation of the land. An example illustrating this process was a transaction that took place in 1898. In terms of her will, Judith Bezuidenhout's estate transferred ownership of a specified undivided one-fifth portion of the undivided one-sixth portion of the farm (which had belonged to Judith Bezuidenhout) to Pieter Schalk Grobler. Grobler took transfer of the land in his capacity as father and legal guardian of two minor heirs, Johannes Jacobus Grobler and Jacomina Hendrina Johanna Grobler⁹² which would inevitably have led to a division of the portion in question between them.

The extent of the fragmentation of Doornfontein only becomes truly apparent if one remembers that 2 215 morgen (1 897 ha) of the farm was a proclaimed goldfield. The proclaimed portion included the mynpacht land which had already been sold. This left roughly 2 371 morgen (2031 ha) of unproclaimed land, of which F.J. Bezuidenhout sold nearly 277 morgen (237 ha), leaving about 2094 morgen (1794 ha). This was divided among his heirs and made available for sale or development. Although it was still a considerable tract of land, it was less than half of the original farm.

Conclusion

The details of the various transactions on Doornfontein may seem confusing (especially if one attempts to pursue the subsequent transactions on the various portions). However the general pattern which emerges is fairly obvious. F.J. Bezuidenhout snr. acquired the land to farm it and subsequently sold a small portion of it to his son, who intended to farm in his turn. After the discovery of gold in the area, he chose to make his profit largely through the proclamation of the southern portion of the farm and by means of leases to various speculators, rather than by selling the entire farm. In this way he ensured an immediate profit without actually giving up his title to ownership of the land. What he did alienate, however, was the production of wealth from much of the farm. His friend, veldcornet J.P. Meyer (who acted as his agent and advisor) assisted him in the transactions. Meyer's efforts on Bezuidenhout's behalf were rewarded by lease agreements on favourable terms, especially in comparison with the terms of the other leases made at that time. Through his activities on Doornfontein, Meyer secured a considerable interest in the wealth which accrued from Doornfontein. However, he never personally acquired ownership of any part of the farm.

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-

ciated the importance of not alienating it permanently or of allowing further fragmentation to take place. To this 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 establish 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. Veldcornet 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 conclusion which would be valid for the ZAR as a whole. However, the real purpose of this narrative is not to support or refute Trapido's hypothesis, or even to reach a general conclusion. The study does point to the possibility of other interpretations of ZAR history, by constructing an alternative narrative of 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

- 1 J.J. Fourie, Die Geskiedenis van die Afrikaners in Johannesburg, 1886-1900 (D. Litt.et Phil., RAU, 1976), pp.93-96.
- 2 S. Trapido, "Reflections on land, office and wealth in the South African Republic, 1850-1900" in S. Marks and A. Atmore (eds.), Economy and Society in Pre-Industrial South Africa (London, 1980), pp.350-368.
- 3 Fourie, Die Afrikaners in Johannesburg..., pp.94-95.
- 4 For defences of antiquarianism in history (in its proper place) see (e.g.) F. Nietzsche, The Use and Abuse of History (Indianapolis, 1976), pp.17-20,65-73; Carlo Ginzburg, The Cheese and The Worms (London and Henley, 1981), pp.xx-xxii; David Lowenthal, The Past is a Foreign Country (Cambridge, 1993), pp.35-63; T.R.H. Davenport, "Interview with T.R.H.

- Davenport" in South African Historical Journal, no.26, 1992, pp.37-38;
- 5 For an explanation of these terms, see Hayden White's theory of the historical work in Meta-history (Baltimore and London, 1975), pp.5-41.
- 6 R.R. Inskip, The Peopling of Southern Africa (Cape Town & London, 1978), p.131.
- 7 R. Mason, Origins of Black People of Johannesburg and the Southern Western Central Transvaal AD350-1880, (Occasional Paper no.16 of the Archaeological Research Unit, University of the Witwatersrand, Johannesburg, 1987), pp.41,514.
- 8 *Ibid.*, pp.68, 541, 543, 555, 573, 587.
- 9 G.N. van den Bergh, "Potchefstroom se Stigting: 1838 én 1839", Contree, no. 26, Oct. 1989, pp.22-25.
- 10 F.J. Potgieter, Die Vestiging van die Blanke in Transvaal (1837-1886) met spesiale verwysing na die verhouding tussen die mens en die omgewing (D.Phil., PU for CHO, 1955), p.115.
- 11 A.N. Pelzer, Geskiedenis van die Suid-Afrikaanse Republiek, Deel I, Wordingsjare (Cape Town and Amsterdam, 1950), p.145.
- 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.
- 13 Potgieter, Die Blanke in Transvaal ..., p.167.
- 14 Fourie, Die Afrikaners in Johannesburg ..., p.14.
- 15 Pretoria Deeds Office (P.D.O.): Transfers, Vol.1601-1700; annexure to Deed of Transfer no. 1683/1875.
- 16 Fourie, Die Afrikaners in Johannesburg ..., p.14.
- 17 In fact, this was one of the official duties of a veldcornet in the ZAR.
- 18 Transvaal Archives (TA), ZAR, 112, S.A. Republiek Landmeter-Generaal Rappoorte, Jaarverslae en Diverse 1884-1897: Rapport van den Landmeter Generaal, 1884, p.1 and TA, ZAR, 25, Die Locale Wetten der Z.A. Republiek, 1849-1885, Law no. 2 of 1884, pp.1281-1290 and Proclamation by the Most Honourable, the State President of 27/11/1884, p.1307.
- 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.
- 20 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).
- 21 TA, ZAR, 112, S.A. Republiek Landmeter-Generaal Rapporte, 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.)
- 22 TA, ZAR, 25, De Lokale Wetten der Z.A. Republiek, 1849-1885, pp. 26-27.
- 23 TA, Inspectieboek van Heidelberg: 5 den J.G. Marais 1857-1853, no. 48. (N.B.: Kunneke's research report refers extensively to the Heidelberg Inspection Registers, but they cannot now be located in the Transvaal Archives.) and TA, SS, 1261, Series 4704/86, p. 116. See also TA, SS, 1261, R4704/86, p. 116.
(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.)
- 24 For example: PDO, Transfers. Vol. 801-900; Deed No. 1887/872.
- 25 Pretoria Office of the Surveyor-General (PSG), 92 IR, pp. 1-10, map 40.
- 26 PDO, Register of Farms: Doornfontein No. 323 (92 IR); TA,SS, 1261, R4704/86. p. 116.
- 27 William Cullen Library, University of the Witwatersrand, JHF Scrapbooks, JHF Press Cuttings VIII, A952/11, A. Smith, Gathering of the Descendants of B.C. Bezuidenhout. Unpublished pamphlet, n.d.
- 28 Original Deed of Cession dated 12 September 1861, in possession of Mrs. L.Y. Collett, a direct descendant of the parties involved, kindly supplied by Mr. A. Doucakis. This document contains no mention of a purchase price either.
- 29 See: Fourie, Die Afrikaners in Johannesburg...., p. 33.
- 30 See: Fourie, Die Afrikaners in Johannesburg ..., p. 86.
- 31 PDO, Deeds of Transport, Vol. 401 - 500, Deed of Transport no. 495/1876 (Deed of Sale appended).
- 32 TA, SS, 1261, R4704/86, Incoming matter. Register of Transactions on Doornfontein, p.116.
- 33 *Ibid.*
- 34 PDO, National Register of Farms, Book D.,p.323. Both here and on the maps of the Surveyor General(e.g. SG, 92 IR Claims File no.1, map DB 79/48), the area is given as 169 morgen, 401 square roods. However, most of the documentation at the Deeds Office, including the relevant Deed of Transfer state the size of portion 2 as 167 morgen, 401 square roods. (See PDO, Transfers, Vol. 801 - 900; Deed of Transfer no. 872/1887.) It seems probable that this was a simple copying error and therefore preference is given to the latter figure.
- 35 PDO, Transports, Vol. 401 - 500; Deed of Transport no. 495/1876, (Deed of Sale appended).
- 36 PDO, Transfers, Vol. 801 - 900, Deed of Transfer no. 872/1887. Registered in the National Register of Farms, Book D, p.323.
- 37 PDO, National Register of Farms, Book D, p.323.
- 38 TA, ZAR, 112, S.A. Republiek Rapporte Jaarverslae en Diverse 1884 - 1897, Rapport van den Landmeter Generaal, 4/9/1884, p.7.
- 39 *Ibid.*
- 40 See, e.g.: TA, SS, 6775, R3871/86, Incoming Matter, p. 123, Report of the Commission of Enquiry into the Witwatersrand Goldfields; TA, SS, 1271, R4287/86, Incoming Matter, pp. 57 - 58, Witwatersrand farm owners - the State President and Executive Council, 28/8/1886.
- 41 A.L. Müller (ed.), Die Ekonomiese Ontwikkeling van Suid-Afrika (Pretoria and Cape Town, 1979), pp.120-147.
- 42 Union of South Africa, The Discovery of Gold on the Witwatersrand report of the committee of enquiry, appointed by the commission for the preservation of natural and historical monuments, relics and antiquities (Pretoria, 1941), p.9.

- 43 Potgieter, Die Blanke in Transvaal ..., pp.141-144.
- 44 L.V. Kaplan, The Development of Various Aspects of the Gold Mining Laws in South Africa from 1871 until 1967 (LL.D., Wits, 1985), p.xiv.
- 45 *Ibid.*, p.15.
- 46 See *Ibid.*, pp.1-28.
- 47 *Ibid.*, pp.26-27.
- 48 *Ibid.*, pp.27,41.
- 49 *Ibid.*, p.22.
- 50 TA, ZAR, 25: De Locale Wetten der Z.A. Republiek, pp.1377-1400 (Sections 18 and 23 of Law 8/1885).
- 51 Kaplan, The Gold Mining Laws in South Africa ..., pp.284-296.
- 52 PDO, Miscellaneous Contracts, Vol. 101 - 150, Contract no.123/1886 (translation). This area lies east of Langlaagte and did in fact contain a portion of the main reef.
- 53 PDO, Miscellaneous Contracts, Vol. 101 - 150, Contract no.123/1886.
- 54 Fourie, Die Afrikaners in Johannesburg ..., p.88.
PDO, Miscellaneous Contracts, Vol. 101 - 150, Contract no. 123/1886 - lease on portion of Doornfontein.
- 56 *Ibid.* Endorsement on contract 123/1886 - lease on portion of Doornfontein.
- 57 J. Gray, Payable Gold, (South Africa, 1937), p.95.
- 58 TA, ZAR, R.3871/86, p.364, Staatscourant no.291, 18 August 1886.
- 59 TA, Staats Almanak voor de Zuid-Afrikaansche Republiek, 899, pp.172 - 173.
- 60 PSG, Claims File no.1, Doornfontein 92-IR, 1888 - B76/98, Map no. 304.
- 61 Kaplan, The Gold Mining Laws in South Africa ..., p.28.
- 62 Article 23 of the Gold Law made provision for a lessee who leased land with the intention of establishing a mine on it to obtain a mynpacht on the same terms as the owner. On the other hand, although Meyer was in possession of a valid prospector's license for the relevant area, he did not have a digger's license. Equally, the land which he had leased did not include the entire portion of Doornfontein due to be proclaimed. These factors gave rise to the uncertainty as to who was entitled to apply for mynpachten.
- 63 TA, SS, 1261, R3915/86, p.112. J.P. Meyer - Executive Council, 11-8-1886.
- 64 TA, SS, 8760, R3915/86, Letter Book, p. 193, State Secretary - J.P. Meyer, 14-8-1886.
- 65 TA, SS, 1261, R4704/86, p.115 F.J. Bezuidenhout - State President and Executive Council, 13-9-1886.
- 66 Johannesburg Registrar of Mining Titles (RMT), Bound volume: Mynpachten on Private Ground no.'s 126 - 165, Book 1, folio 126. 12 October 1886, Mynpachten voor Eigenaar nr. 126.
- 67 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.
- 68 TA, SS, R3915/86, p.98, Minute sheet attached to Bezuidenhout's application for a mynpacht various dates.
- 69 TA, SS, 1261, R1442/91, p.127, copy of Mynpacht no.126 of 1886 submitted for purposes of renewal.
- 70 RMT, Bound volume: Mynpachten on Private Ground No.'s 126 - 165, Book 1, folio 126, dated 12 October 1886, Mijnpacht voor Eigenaar.
- 71 PDO, Miscellaneous Contracts, Vol. 151 - 200, Contract no.155/1886.
- 72 *Ibid.*, no.156/1886 and no.173/1886.
- 73 *Ibid.*, Vol. 251 - 300, no.278/1887 and no.279/1887.
- 74 *Ibid.*, no.280/1887.
- 75 *Ibid.*, Vol. 351 - 400, no.381/1887; no.382/1887; no.383/1887; no.384/1887.
- 76 Fourie, Die Afrikaners in Johannesburg,... p.38.
- 77 PDO, Miscellaneous Contracts, Vol. 1 - 100, Contract no.77/1888.
- 78 *Ibid.*, Vol. 2701 - 2800, Contract no.2743/1892.
- 79 *Ibid.*, Vol. 1301 - 1400, Contract no.1365/1893.
- 80 *Ibid.*, Contract no.1366/1893.
- 81 *Ibid.*, Vol. 1701 - 1800, Contract no.1799/1893.
- 82 *Ibid.*, Contract no.1800/1893.
- 83 *Ibid.*, Vol. 2201 - 2250, Contract no.2232/1893.
- 84 *Ibid.*: Vol. 2101 - 2200, Contract no.2129/1889 and attached buyer's declaration.
- 85 *Ibid.*
- 86 *Ibid.*, Vol. 1001 - 1100, Contract no.1026/1889.
- 87 *Ibid.*, Vol. 1101-1200, Contract no. 1147/1891.
- 88 *Ibid.*, Vol. 201 - 300, Contract no.281/1893.
- 89 PDO, Transports, Vol. 2151 - 2200, Deed of Transport no.2183/1893.
- 90 *Ibid.*
- 91 *Ibid.*, Vol. 501 - 600, Deed of Transport no.573/1898.
- 92 *Ibid.*