

# RESEARCH Report 29

## Groenfontein–Ramohlakane Community Restitution Claim

*Susan Tilley, Ntombizabantu Nkazane and Edward Lahiff*



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COMMISSION  
ON RESTITUTION  
OF LAND RIGHTS

DEPARTMENT OF  
LAND AFFAIRS



**PLAAS**

PROGRAMME FOR LAND AND AGRARIAN STUDIES  
School of Government, UWC

## Groenfontein-Ramohlakane Community Restitution Claim

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Published by the Programme for Land and Agrarian Studies, School of Government,  
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In collaboration with Department of Land Affairs, Commission on Restitution of Land Rights  
and Belgische Technische Coöperatie (BTC)

Programme for Land and Agrarian Studies research report no. 29

ISBN: 978-1-86808-674-0

August 2007

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or by any means, without prior permission from the publisher or the authors.

Copy editor: Roelien Theron

Cover photograph: Plaas

Layout: Designs4development, [info@d4d.co.za](mailto:info@d4d.co.za)

Typeset in Frutiger

Printing: RNK Graphics

Cartographer: John Hall

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*This document forms part of a series of reports researched and written by the Sustainable Development Consortium, led by Phuhlisani Solutions, on behalf of the Commission on Restitution of Land Rights and Belgian Technical Cooperation.*

# Contents

<b>Acronyms</b>	<b>ii</b>
<b>Executive summary</b>	<b>iii</b>
<b>Key features of the claim</b>	<b>iv</b>
<b>1. Introduction</b>	<b>1</b>
<b>2. Description of the location, physical features and basic services</b>	<b>2</b>
<b>3. History of ownership, dispossession and changes in land use</b>	<b>4</b>
Land use, ownership and management prior to restoration	5
<b>4. The claim lodgement, verification, negotiations and settlement process</b>	<b>6</b>
Claim lodgement	6
Validation and the gazetting of the claim	6
Verification of members and consolidation of the claim	6
Negotiations	7
<b>5. The Settlement Agreement – Its terms and implementation</b>	<b>9</b>
<b>6. Legal entity and ownership</b>	<b>10</b>
Establishing the legal entity	10
<b>7. Developments and activities undertaken post-settlement</b>	<b>12</b>
Lease of land to previous owner	12
Asset stripping	12
Lease of land to community project	12
<b>8. The provision of post-settlement support</b>	<b>14</b>
Support from the Regional Land Claims Commission	14
Support from the Department of Agriculture	15
Support from the municipality	16
Support from the former owner	16
<b>9. Conclusions</b>	<b>18</b>
<b>10. Source documents</b>	<b>19</b>
Primary sources	19
Correspondence	19
Secondary sources	20
<b>11. Key informants and contact details</b>	<b>21</b>

# Acronyms

ARC	Agricultural Research Centre
ARDF	Agricultural Rural Development Finance
ASGISA	Accelerated and Shared Growth Initiative for South Africa
CASP	Comprehensive Agricultural Support Programme
CLCC	Chief Land Claims Commissioner
CPA	Communal Property Association
CRLR	Commission on the Restitution of Land Rights
DLA	Department of Land Affairs
DoA	Department of Agriculture
NGO	Non-governmental Organisation
RDG	Restitution Discretionary Grant
RLCC	Regional Land Claims Commission
Section 42D	Section 42D of the Restitution of Land Rights Act 22 of 1994, as amended
SDC	Sustainable Development Consortium
SPG	Settlement Planning Grant
UADP	Umnotho Agricultural Development Project

# Executive summary

This diagnostic study examines the efforts of the Groenfontein-Ramohlakane Trust to develop and use the land in (Mpumalanga) that has been restored to the community in terms of the Restitution of Land Rights Act 22 of 1994 ('Restitution Act'). It examines the nature and content of the post-settlement support received and draws lessons from the community's experience that might inform the development of a strategy for post-settlement support provision involving land reform institutions and associated agencies.

At the outset, the report describes the location and physical features of the restored land, the history of ownership and dispossession and the changes in land use that took place in the post-dispossession period. The process of the claim lodgement, verification of membership, negotiations and settlement are then traced. A detailed assessment of the Settlement Agreement and its implementation is made and the establishment and functioning of the legal entity is considered. The developments and support during the post-settlement phase are examined.

The study concludes with an analysis of critical strategic issues that impacted on the potential success of the claimant's undertaking. These focus on:

- the lack of grants and support, which has effectively immobilised the community
- the delays in establishing the legal entity, which undermined the community's autonomy in the settlement and development process from the outset
- the lack of guidance and management during the various phases of the restitution cycle and the neglect in terms of necessary post-settlement support provision
- the potential for the Regional Land Claims Commission (RLCC) to have adopted an area-based approach for treating the planning, settlement and provision of

post-settlement support for a number of contiguous claims in the area

- the lack of identifiable, accessible, integrated and comprehensive sources of support
- the lack of developmental activities on the land, which is leading to land degradation and no agricultural or food production
- the lack of appropriate settlement planning and support, which raises alarm signals for the settlement of the remaining claims in the province.

The manner in which the Groenfontein-Ramohlakane claim was settled and the extent and nature of the post-settlement support provided to members of the Trust raise critical concerns about the capacity of the office of the RLCC and its ability to provide claimant communities with support or direct them to service providers who can provide this. This case highlights the need for the fundamentals – the verification of claimants and the processing of grant applications as well as the establishment of the legal entity – to be in place at the appropriate point in the claim settlement process. The failure to implement the necessary steps timeously has had a knock-on effect throughout the development processes which followed.

The Groenfontein-Ramohlakane claim is an example of a settled claim that remains unplanned and unsupported long after the land has been transferred to the claimant community. While the required documents may have been drafted and approval sought, albeit not necessarily in accordance with the stipulated sequence of the generic restitution settlement process, the content of these documents has yet to be applied and implemented. The existence of these documents remains nominal and they have not become the guide or the working reference points for potential development activities to be undertaken on the restored land.

# Key features of the claim

<b>Province</b>	Mpumalanga
<b>District municipality</b>	Middelburg District Municipality
<b>Local municipality</b>	Steve Tshwete Local Municipality
<b>Type of legal entity</b>	Trust
<b>Households/Number of claimants</b>	The claimant community comprises 400 households and a broader beneficiary group of approximately 3,200 people
<b>Property location and description</b>	Portion 3 of the farm Groenfontein 266 JS. The farm is situated ten kilometres north of Middelburg on the N11 national road
<b>Date of lodgement and settlement</b>	The claim was lodged on 10 May 1997 and settled in September 2003
<b>Hectares awarded</b>	599.4953 ha
<b>Current land uses</b>	None
<b>Total cost of grants and settlement</b>	Restitution Discretionary Grant (RDG) of R3,000 per claimant family and a Settlement Planning Grant (SPG) of R1,440 per claimant family, totalling 400 families x R4,440 = R1,776,000. The total for both the RDG and SPG amounts to R1,776,000  No grants have been paid to the community as yet

# 1. Introduction

The Groenfontein-Ramohlakane community lodged a restitution claim on Portion 3 of the farm Groenfontein in the Middelburg district of Mpumalanga, and their claim was settled by means of restoration of the land in September 2003. The community established a Trust as the legal entity for the ownership of the land.

This study attempts to diagnose the key challenges encountered in settling this claim and providing post-settlement support, and the impact of these on the claimant community and on the potential for support service providers to make a contribution.



## 2. Description of the location, physical features and basic services

The land claimed and restored to the Groenfontein-Ramohlakane community is Portion 3 of the farm Groenfontein 266 JS. The farm is 599.4953 ha in area. It falls under the Middelburg District Municipality and the Steve Tshwete Local Municipality, and is situated approximately ten kilometres north of Middelburg on the N11 national road.

The southern boundary of the property adjoins the Middelburg aerodrome and the Botshabelo Nature Reserve (also the subject of a restitution claim). The western and northern boundaries are adjacent to commercial farming operations, including a restitution claim on the Doornkop farm. The N11 national road is to the east.

The rainfall in this area fluctuates between 650 and 750 mm per annum. The summers are warm to hot with the winters mild to cold with occasional frost.

The property is level to gently sloping with north-westerly and south-westerly aspects. It is situated at an elevation of between 1,430 m and 1,488 m above sea level (Stephenson 2000:26.)

According to the previous owner, Steenkamp, the soil is suitable for maize and soya bean cultivation. The arable

lands situated on the property consist mainly of deep Avalon soils and the maize yields achieved on this land of 5.2 tons/ha indicate that the soils are average for the area (Stephenson 2000:28).

The farm has one borehole and pump used only for domestic purposes.<sup>1</sup> This is located in a locked shed close to the farmhouse. Water is reticulated from the borehole to the farmhouses and farm buildings. This borehole does not supply sufficient water for agricultural use and dryland farming is therefore preferred.

There is a strong natural spring in the southwest corner of the farm, close to the boundary. The spring, which is not protected, flows throughout the year. The landowner on the adjacent farm has built a dam on his property to retain some of the spring water, and this serves as a sufficient water source for irrigation and livestock.

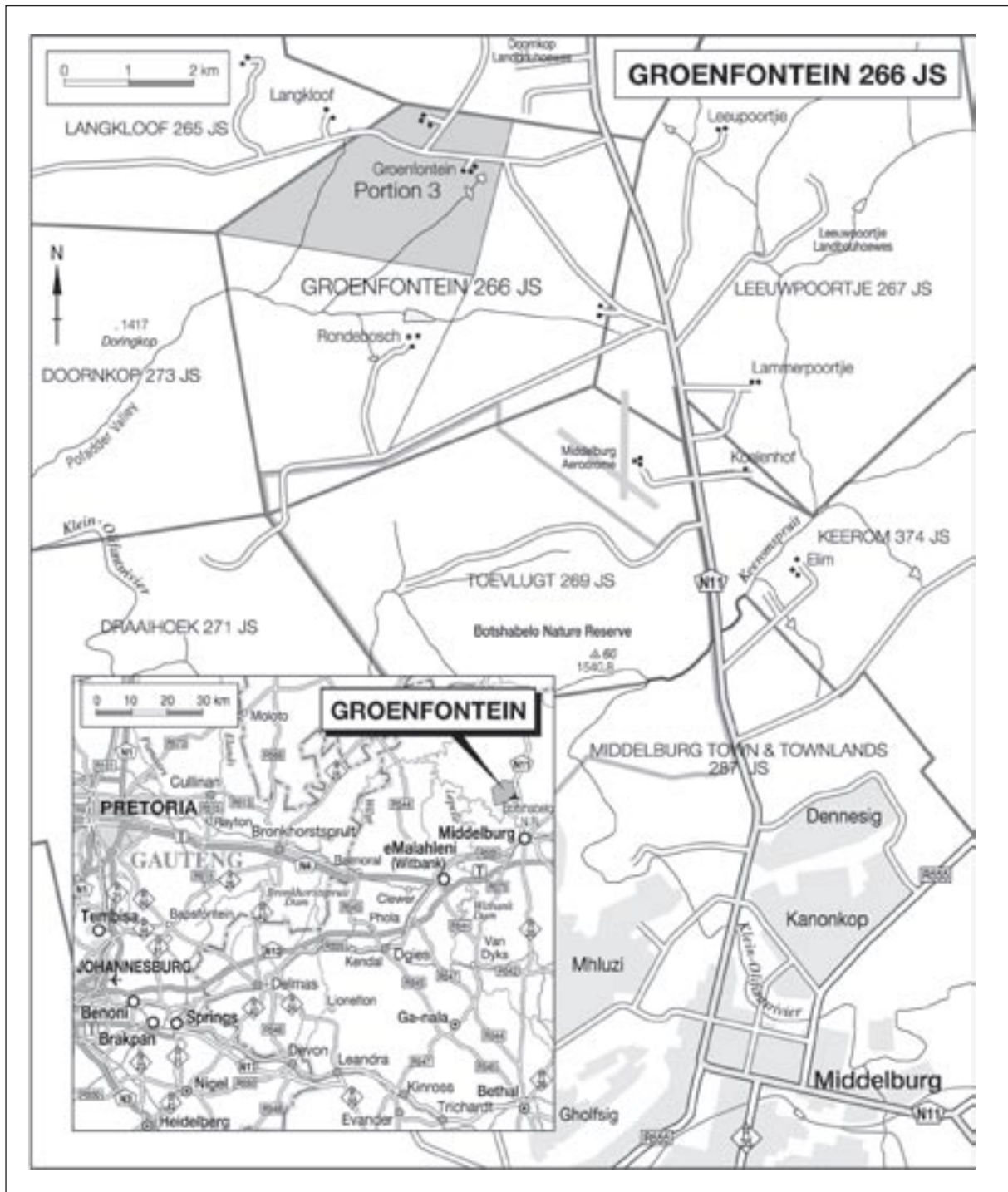
The property is serviced with main electricity lines (Eskom) and telephone lines (Telkom).

The farm entrance is on a taxi route to Middelburg and other urban centres in the area, which provide the necessary communication links.



<sup>1</sup> The valuation report indicates that there are two boreholes. However, the trustees indicated that there is only one. A second borehole was not found during the site visit.

Map1. Boundaries of Portion 3 of the farm Groenfontein 266 JS



### 3. History of ownership, dispossession and changes in land use

The farm Groenfontein 266 JS was one of the many farms comprising Botshabelo Mission Station, founded in 1864 by Alexander Merensky, a missionary of the Berlin Missionary Society (*Berliner Missionsgesellschaft*). Merensky and a member of the mission community, Johannes Dinkwanyane (the half brother of Chief Sekhukhune of the Bapedi clan), purchased the Groenfontein land in January 1871 (Botshabelo Mission Station Report No. 9/1995). The farm was later transferred to the mission under the title deed T1200/1887.

According to a report drafted by Visser, a deeds consultant, in 1997, the original farm Groenfontein 266 JS was 2,730.0729 ha in extent. The mission subdivided the farm into Portions 1, 2, 3, 4 and a remainder.

In 1925, nine Lutheran priests resident at the mission and represented by Jeremiah Makuse bought Portion 3 of the farm Groenfontein 266 JS, measuring 599.4953 ha, from the mission for £1,575. This group consisted of Jeremiah Makuse, Nehemiah Machabe, Zakeas Segoea, Bernard Serote, Nathan Mathumetse, Andreas Sekoto, Habakkuk Serote, Carpus Serote and Samuel Machabe. The property

was transferred on 20 December 1926 and registered under Deed of Transfer No. T13803/1926. The joint title deed gave the nine buyers full ownership and beneficial rights to the property (Agreement of Sale; Memorandum: Mandate to Negotiate 2002).

As priests, they were required to travel around the country doing missionary work and were not often present at Groenfontein, but left their families to look after the land or placed tenants on the land to cultivate crops. The descendants of the original buyers of the land and the labour tenants were referred to as the Ramohlakane community. The name 'Ramohlakane' is derived from the word 'Mohlaka', meaning a fountain or spring, as found on the farm (Interview with Nkumane, May 2006).

According to the Mandate to Negotiate, as signed by the minister on 29 November 2002, the community had occupational, residential, grazing and farming rights on the land for almost four decades until 1959, when they were forcibly removed. The dispossession was effected in terms of the Development Trust and Land Act 18 of 1936. The community lost all their registered rights to land. Many



people resisted but all were eventually evicted. Some people, especially the elderly, relocated to the neighbouring Botshabelo Mission Station, while others moved to various places such as Motetema, Witbank, Pretoria and Benoni. According to one informant, the sense of community was preserved among the Groenfontein-Ramohlakane people despite them being moved to different places (Interview with Makuse, May 2006).

In 1961 the land was registered in the name of the state under Deed of Transfer No. 10971/61. According to the valuation report, Portion 3 of the farm was bought by the state for £6,824 (Valuation Report 2000:26). However, according to the Section 42D submission, the original owners of the land are reported to have received no compensation for their land at the time of the forced removals.

In 1972 the Botshabelo Mission could no longer provide a safe haven for its own residents or those who had been evicted from Groenfontein, as it was also targeted for removals. As a result, individuals and families, including those who had previously lived at Groenfontein, were relocated to Motetema, a township located approximately 20 km north of Groblersdal (Department of Land Affairs 1995:11). The victims of forced removals had to leave their livestock behind, and thus lost not only their beneficial

rights to the land but also a significant source of livelihood.

Following the forced removals, Portion 3 of Groenfontein was sold by the state to a Mr Coetzee. The land subsequently passed through the hands of a succession of white commercial farmers until 2003 when the community's land claim was settled. At the time of the claim being lodged, and when it was settled, the land was owned by a Mr Steenkamp who had purchased the property for R155,000 in 1996.

### **Land use, ownership and management prior to restoration**

Under Steenkamp's ownership, the land was used predominantly for maize production, with some livestock farming. The farm drew its labour force from the surrounding communities, and some of the farm workers came to live on the farm.

According to the valuation report, Steenkamp added value to the property by erecting dwellings, outbuildings and sheds. Steenkamp subdivided the land into cultivated lands (350 ha), planted pastures (65 ha), and veld grazing (180 ha). The cultivated maize lands were divided into four camps while grazing land comprised three main camps with two smaller camps for sheep (Stephenson 2000:28).

## 4. The claim lodgement, verification, negotiations and settlement process

### Claim lodgement

The Groenfontein-Ramohlakane community lodged its claim for the restitution of its land rights on Portion 3 of the farm Groenfontein 266 JS on 10 May 1997. The claim was initially part of the Botshabelo community claim which incorporated several farms including Groenfontein. Once the claim had been investigated by the Regional Land Claims Commissioner (RLCC), however, the Groenfontein-Ramohlakane claim was separated from the broader Botshabelo community claim, as it was made up of a specific grouping of descendants of the initial nine owners of Groenfontein prior to dispossession.<sup>2</sup>

### Validation and the gazetting of the claim

The RLCC accepted the claim as being valid in terms of the criteria of the Restitution Act on 12 April 2000 (Regional Land Claims Commissioner 2000). The claim against Portion 3 of Groenfontein 266 JS was originally gazetted as part of the Botshabelo community claim as Notice 350 of 1998 (*Government Gazette*, 13 March 1998), but had to be re-gazetted when the claims were separated. The Groenfontein-Ramohlakane claim was then gazetted in terms of Notice 2674 of 1999 (*Government Gazette*, 10 December 1999).

### Verification of members and consolidation of the claim

The claim is made up of members of the Groenfontein-Ramohlakane community, which was initially represented by an interim committee known as the Ramohlakane Groenfontein Land Claims Committee, and chaired by Mr J.K. Mathumetse.

Based on minutes of community meetings, it appears that there were other individual claimants who had also lodged separate claims on Portion 3 of Groenfontein. Following

negotiations, and assurances that these individual needs would be accommodated within the community claim, these individuals signed affidavits indicating that they agreed to have their claims consolidated with the main community claim and were to be viewed as members of the claimant community (Groenfontein-Ramohlakane community 2002:1).

Clause 4.3 of the Section 42D request for ministerial approval, signed by the minister on 7 March 2003, indicates that there are 400 households in the claimant community, and further states that 'the Department of Land Affairs (DLA), the RLCC: Mpumalanga and the claimants<sup>3</sup> have agreed that these are verified claimants'. The issue of membership is dealt with in more detail in Section 6 later in this report.

However, to date, no finalised verified list of the members of the Groenfontein-Ramohlakane claim has been produced by the office of the RLCC. According to the Manager: Settlement Support and Development in the Witbank office of the RLCC, Umhlaba Development compiled the original 'verification of claimants list'. It was then outsourced to Wani Investments to gather further information.

A letter from two community members to the RLCC dated 18 October 2005 outlines the community's frustration regarding the repeated requests by the RLCC for members to submit information regarding their histories and family trees. They state that this information had been forwarded to the RLCC three times but that there was still no finality on the matter.

Their letter also indicates the impact of the changes in RLCC personnel dealing with their claim, and confusion regarding definitions of terms pertaining to membership. Point 5 of a letter forwarded to the RLCC in October 2005 states the following:

*As Commission officials come and go, requirements for the claimant verification differ. There is confusion for us in*

<sup>2</sup> Although the claims were treated separately after they had been lodged, the Botshabelo community claim was allocated grants based on the size of the initial claimant group, in other words, including those involved in the Groenfontein claimant community. However, the Groenfontein claimants who were interviewed did not object to this as they still have close ties to Botshabelo and some intend to settle at Botshabelo in the future. This has, however, led to a lack of clarity around the available grants for each claim.

<sup>3</sup> The term 'claimants' is used in the document to refer to members of the claimant community, or beneficiaries. These individuals and households are not claimants in the proper meaning of the law.

*the use of the following interchangeable terms and words: descendant, direct descendant, claimant, beneficiary, household, dependent (Correspondence with Mdluli and Nkumane to RLCC, 18 October 2005).*

A member who is a direct descendant of one of the original buyers of Groenfontein, outlined the involvement of community members in gathering information for the process of verifying members:

*In order to draw up the list of members and descendants, the Trust and all the individuals in the claim had meetings and travelled around and contacted all the people. Some of us drove far around the country to get in touch with people and to get all their documents. We gathered all the necessary documents and sent them to Nelspruit, only to find a few months later that the commission approached trustees again and requested them to do family trees even though we'd done all of this and sent it to them. After all these repeated requests, people started to get frustrated and so not everyone wanted to co-operate – some redid the family trees but others got fed up and refused (Interview with Makuse, May 2006).*

According to Mrs Nkumane, the secretary of the Trust, there was a lack of understanding on the part of the service provider that had been contracted to compile the verification list:

*The service provider said there was a set age category for claimants – you had to have an identity book or a birth certificate if you had no ID. She also demanded death certificates for the original buyers but she didn't seem to understand that there were no birth or death certificates issued for blacks at the time of 1919 (Interview with Nkumane, May 2006).*

The lack of urgency regarding the follow-up on the verification list was highlighted by the Manager: Settlement Support and Development in the Witbank office of the RLCC: Mpumalanga: 'A finalised verification list compiled by a service provider was sent to the RLCC in Nelspruit three months ago [in February] but we have not been able to get a copy yet' [that is, by May] (Interview with Motsei, May 2006).

The claimant community comprises 400 households and a broader beneficiary group of approximately 3,200 people (Memorandum: Mandate to Negotiate 2002). The members are the direct descendants of the original buyers of the farm Groenfontein, and mostly either lived at or attended school and church at the Botshabelo Mission Station, adjacent to the claimed land.

No claimant assessment profile was conducted as part of this study (or by anybody else, as far as could be

ascertained). However, impressions based on interviews and correspondence reveal that many members of the claim have a tertiary qualification and that the emphasis on education, as championed by the original owners of Groenfontein, has been perpetuated. Many of the members are schoolteachers, public servants or work in local government. According to the RLCC project officer, 'Most of the beneficiaries are middle class, well educated and well connected but many of them are scattered across the country – not all live in this area anymore' (Interview with Motsei, May 2006).

## Negotiations

The Mandate to Negotiate was signed by the minister on 29 November 2002. However, prior to this mandate being obtained, an in-principle agreement was reached in the negotiations with the landowners, Steenkamp Broers cc regarding the terms and conditions of the sale (18 September 2002).

While the current owners did not oppose the validity of the claim, they disputed the proposed purchase price (Memorandum: Mandate to Negotiate, Clause 4.3, 2002; Various correspondence between the landowner's attorney and the RLCC). In August 2000, the RLCC: Mpumalanga had commissioned Mr A.R. Stephenson of Mills Fitchet to value the property. It was valued at R1,200,000. The landowners then conducted their own valuation and in April 2001, Mr P.B. Viljoen of the Association of Eldorado Agencies cc valued the property at R1,624,854. During the negotiations, both parties agreed to base the purchase price on the second valuation report and to add 10% due to more than a year having elapsed and property in the area having increased in price. The final purchase price was thus set at R1,750,000.

The process of concluding the sale agreement was a protracted one. The landowner's attorney notes in correspondence dated 15 January 2003 that, 'The Minister hasn't yet approved the agreement in accordance with the provisions of Section 42D of the Act,' and that, 'Before the Minister approves, an Agreement of Purchase and Sale cannot be entered into' (Correspondence: Grütter and Lombard to RLCC, 15 January 2003:1). Further correspondence indicates that the minister's approval for the purchase was obtained on 7 March 2003. (Correspondence: Grütter and Lombard to RLCC, 1 April 2003). However, a copy of the document indicating the minister's approval could not be produced at the time of research by either the RLCC or the trustees.

The Agreement of Purchase and Sale was concluded between Steenkamp Broers cc as represented by Petrus Johannes Dirkse Steenkamp and the DLA, as represented by Zamagugu Prudence Mqadi on 7 August 2003. The

agreement was signed by the DLA on behalf of the claimant because the community's legal entity had not yet been registered. According to correspondence from the landowner's attorney dated 15 January 2003 to the RLCC, the arrangement was that the property was to be registered in the name of the legal entity but that this could not take place until the CPA had itself been registered:

*The property is to be transferred to the CPA and an Agreement of Purchase and Sale cannot be entered into with the CPA until such time as the CPA has been registered in accordance with the provisions of the applicable Act, unless the agreement is entered into with the Department of Land Affairs for the benefit of the CPA still to be registered (Correspondence: Grütter and Lombard to RLCC, 15 January 2003).*

The non-registration of the legal entity prior to the land being purchased compounded the problem encountered by the community. They were not entitled to lease their land to the previous owner, who was keen to continue using it in the short term, as they were not yet the legal owners of the land. Correspondence from the previous owner's attorneys dated 11 November 2003 highlights the need for there to be a legally defined relationship between the DLA (as the legal owner) and the community, in the event that the community had no legal standing and could not sign the Agreement of Purchase and Sale and could therefore not enter into a lease agreement:

*There has to be a causa for the existence of the lease and the causa must be connected to the Lessor who must be entitled in law to enter into a lease agreement with the Lessee. In terms of the provisions of the Agreement of Purchase of Sale, the future registered owner will be the Department of Land Affairs, becoming the owner in law entitled to lease the property to a third party. A connection therefore has to be established between the Groenfontein-Ramohlakane community to enable their appointed chairperson to legally enter into an agreement of lease (Correspondence: Grütter and Lombard to RLCC, 11 November 2003).*

It is significant that it was the former owner (who had independent legal representation) who was raising these issues, rather than the claimant community.

The negotiations included an agreement that the former owner would have the right to operate the farm, initially until 31 August 2003. This was, however, later extended until September 2004. It was also agreed that the former owner had the right to remove the existing steel shed structures that he had erected on the farm.

During an interview, Steenkamp, the former owner, indicated that:

*The negotiation process with the commission was far too long. We fixed the deal but it still took two years to finalise and for us to get our money. There were many changes of commission personnel and this also disrupted the process (Interview with Steenkamp, May 2006).*

In summary, it is evident that a number of procedures in the restitution planning and settlement process were not adhered to or were not executed at the appropriate point or in the required sequence. Among these were the following:

- The verification of members was not determined at the outset.
- An application for grants was not lodged by the RLCC. Although no mention of grant allocations was included in the Section 42D request for ministerial approval dated 7 March 2003, the settlement details the grants to be made available to the claimant.
- The legal entity was not established at the prescribed point in the restitution cycle – prior to the Settlement Agreement and the conclusion of the sale agreement – thus leaving the community in a position where they were required to enter into agreements and sign documents in the absence of having any legal standing.

All of these fundamental administrative failings contributed to undermining the ability of the members to take ownership and use the land productively and to access post-settlement support, as will be discussed in the next section.

## 5. The Settlement Agreement – Its terms and implementation

The Settlement Agreement was signed on 27 September 2003 by the commission as represented by Tozi Gwanya in his capacity as the Chief Land Claims Commissioner, and the Groenfontein-Ramohlakane community as represented by Ketlhotswe Johannes Mathumetse in his capacity as the duly elected representative of the claimant community, in the absence of the legal entity, which had not yet been established.

At the outset, the agreement briefly outlines the history of the dispossession, the agreement by the landowner to sell the land, and the acceptance of the claim by the commission. It then states that the DLA will purchase Portion 3 of the farm Groenfontein No. 266 JS and transfer ownership to the Trust;<sup>4</sup> that the total extent of the property is 599,4953 ha; and that it will pay the cost of purchasing the land – R1,750,000.

Clauses 3.3 and 3.4 of the Settlement Agreement state that:

*The DLA will pay discretionary and settlement grants to each claimant household and assist them in resettling on their land totalling 400 households x R4,440 = R1,776,000. The claimant shall however utilise the funds for resettlement, joint development and running costs of the farm and shall not be paid to the individual households (Regional Land Claims Commissioner, undated).*

In Clause 4.4 the agreement reiterates this in more detail:

*The State agrees to pay to the claimants a Restitution Discretionary Grant (RDG) of R3,000 per claimant family and a Settlement Planning Grant (SPG) of R1,440 per claimant family, totalling 400 families x R4,440 = R1,776,000.*

The total for both these grants – the RDG and SPG – thus amounts to R1,776,000.

The community has not yet been able to access these grants. The reason given for this is that the verification of members

has not yet been completed. According to correspondence between the RLCC and Umhlaba Development, ‘the application for grants for this community was not done at the stage of sending the Section 42D memorandum because claimant verification was not completed at that stage’ (Correspondence: T. Motsei to K. Serakalala of Umhlaba Development, 21 January 2006). This would seem to be contradicted by the Settlement Agreement’s inclusion and calculation of both RDG and SPG grants, based on a membership grouping of 400 households. Whatever the reasons, it would appear that the usual sequence of procedures for the settling of claims was not followed.

Furthermore, the Settlement Agreement commits the state in Clause 4.2 to ‘further provide the claimant with assistance within its means such as management/business training’. To date, no assistance in the form of management or business training has been provided by the state to the community members or its legal entity.

The Settlement Agreement further states that the ‘claimants shall form themselves into a Trust which shall take transfer of all property received and shall receive all monies in respect of the claim’ (Clause 4.6). In terms of the generic restitution process and procedures, the legal entity is usually constituted during Step 4 of the process (Preparations for Negotiations and Settlement), in other words, prior to the settlement of the claim. The Groenfontein-Ramohlakane Trust was only constituted and registered on 18 December 2003 – three months after the Settlement Agreement had been signed.

The Settlement Agreement outlines the essential elements of the settlement but does not provide details regarding the nature and content of the post-settlement support to be provided to the community. No institutions or agencies are identified as being responsible for providing services or support to the community in its endeavours to develop their newly acquired asset.

<sup>4</sup> The Trust had not yet been established at the time of the claim being settled. The details of the Trust are dealt with in more detail in Section 6 later in this report.



## 6. Legal entity and ownership

### Establishing the legal entity

As outlined earlier, the legal entity should have been established during Step 4 of the generic restitution process and prior to the settling of the claim. The fact that this did not occur until after the land was purchased created a number of obstacles and challenges for the community.

During the initial claim negotiation and settlement process, the community was represented by an interim committee, the Groenfontein-Ramohlakane Land Claims Committee, with Mr Mathumetse as the chairperson.

During the preliminary phase of settling the claim, a number of workshops were conducted with the community regarding their preferred legal entity. The community had identified a communal property association (CPA) as being their preferred option (Interview with Nkumane, May 2006). However, contrary to the wishes of the community, they were persuaded (apparently by officials of the RLCC) to rather establish a Trust. Correspondence from the chairperson of the community committee to the RLCC states:

*All the time the community has been informed well in the workshops about CPA which they accepted and chose as the appropriate legal entity for them. Suddenly this year they are told to rather choose a Trust. The Trust has not been analysed in detail to them, therefore they are unable to see what is good or bad for them in a Trust, in order that they should make an informed choice. Instead of just refusing to register as a Trust, they request to be informed in a meeting...* (Correspondence: Mathumetse to the RLCC, 20 October 2003).

The RLCC responded, stating that:

*We do acknowledge that you have been attending legal entity workshops where CPA were dealt with in more detail as people have opted for it and not much on a Trust. The sudden change which was suggested to you of a Trust was based on the urgency of registering your legal entity. It is easy to register a Trust as compared to the long process of registering the CPA...* (Correspondence: RLCC to Mr Mathumetse, undated).

At a community meeting held on 18 October 2003, members read the draft Deed of Trust and discussed the registration of the Trust.

The Ramohlakane-Groenfontein Community Trust was then duly constituted and registered on 18 December 2003. The Deed of Trust was entered into between the founder, Ketlhotswe Johannes Mathumetse, and the following trustees:

- K.H. Mathumetse
- J.M. Nkumane
- N.S. Serote
- M.A. Makuse
- R.P. Mdluli
- M.R. Sekoto.

Thus, it appears that the highly significant shift from a CPA to a Trust was made with minimal involvement of the community, against their express wishes, and because the RLCC found the process of registering a Trust more convenient.

### Ramohlakane-Groenfontein Community Trust

The main objective of the Trust, as stated in Clause 4.1, is 'to acquire rights in land and immovable property, hold, develop or improve, and manage such land or property in common, for the benefit of/and on behalf of its members' (Deed of Trust, undated). The land was registered in the name of the Trust on 14 May 2004 under the title deed T63787/2004.

Clause 7.1 of the Deed of Trust defines members of the Trust as 'the former tenants who were dispossessed together with the original dispossessed owners of Groenfontein 266 JS. These shall be registered in the membership register as such for whose benefit the state has undertaken to purchase the land' (Deed of Trust, undated).

According to the chair of the Trust, 'Members for us means descendents of the original purchasers. These will be households in the nine family trees' (Correspondence: Chair of Trust to RLCC, 21 November 2003).

The Deed of Trust outlines the provisions for the succession of membership in Clause 7.2:

*The Trustees may, at their discretion and subject to the provisions of clauses 11, 12, and 13 below, fill the place of a member who dies, relinquishes or loses his or her membership of the Trust by admitting a person as a new member; provided that if a member who dies has appointed as his or her successor a person who is a*

*member of his or her household and who has reached the age of eighteen. The Trustees shall admit such successor as a member (Deed of Trust, undated).*

*named in the will as successor and to request the member concerned to name another person as successor. (Deed of Trust, undated)*

The trustees are responsible for establishing and maintaining a membership register 'which shall reflect the name, address, identity number or date of birth and any exclusive rights, interests or benefits of each member in relation to the property, and the category, if any, into which such member falls' (Clause 8.1, Deed of Trust, undated).

The rights and obligations of members, as set out in Clauses 9.1.1 and 9.1.2, include:

*No rights to which a member may be, or become, entitled... shall be capable of being ceded, assigned or pledged by such member except with the prior written consent of the trustees ... or be attachable by any creditor of a member or vest in his/her trustee on insolvency (Deed of Trust, undated).*

Each member is obliged to pay any levy lawfully imposed on them by the trustees (Clause 9.2, Deed of Trust, undated). In addition, 'each member shall be obliged to actively participate in the upgrading developments taking place in the community failing which the said member will forfeit any benefit accruing from such developments' (Clause 9.3 – incorrectly reflected as Clause 1.3, Deed of Trust, undated).

Clause 9.6 states that:

*Every member is required to make a will within one year of admission as a member naming his or her successor and to disclose to the Trustees the name of such successor. If the successor is not a member of the said member's household the Trustees are entitled to object to his or her being*

Membership of the Trust shall be terminated upon:

- the death of a member
- voluntary resignation, 'in which case the said member will forfeit all the social benefits accrued as a result thereof' (Clause, 10 Deed of Trust, undated).

The trust deed details the procedure for the transfer of rights on death in Clause 11 and outlines the procedures pertaining to the eligibility of successors – nomination in a valid will, being a member of a claimant household, and being over the age of 18.

Section 12 deals with the transfer of members' rights on resignation. It indicates (in Clause 12.3) that a member who has given written notice may sell his or her rights of access to grazing and arable land and, if applicable, right to a residential site. (Conditions are set for the procedures to obtain the trustees' approval of the prospective buyer.) Clause 12.5 states that a member is free to dispose of his or her improvements on the property without restriction, on certain conditions. The trust deed does not, however, establish substantive rules or determine how rights are acquired in the first instance. Nor does it indicate what these rights might be or the basis on which a certain individual as opposed to another might acquire these rights. It remains unclear as to the basis on which members may access rights such as grazing or other land usage. In the absence of a land-use or development plan, there appears to be no documentation which provides any guidance as to these substantive rights.

## 7. Developments and activities undertaken post-settlement

Since the community's accessing of the land in 2003, and their registered ownership in May 2004, no grants have been received and very limited post-settlement support has been provided. The lack of grants and support has negatively impacted on the community's ability to embark on development activities and to maintain the farm.

### Lease of land to previous owner

At the time of the claim being settled, the community members indicated that they were not yet ready to engage in productive activities on the farm and so leased the land to the previous owner, Steenkamp Broers cc. (The legal entity had not yet been established and the lessee (Steenkamp) was still the registered owner of the land.) In terms of the lease agreement signed between Mathumetse as the chairperson of the Groenfontein-Ramohlakane Community Trust and Steenkamp Broers cc, the lessee had to pay R5,000 per month (R60,000 per annum) as rental. In addition, the lessee was responsible for the payment of insurance, and rates and taxes levied against the property.

The lease was to terminate on 31 August 2004. While Clause 4 of the lease agreement states that 'this agreement is not subject to renewal and does not include an option to renew' (Agreement of lease 2003), the initial lease period was extended until the end of September 2005. During this lease period, Steenkamp continued to use the land for growing maize and for livestock farming.

### Asset stripping

There is a difference of opinion amongst members regarding the extent to which assets were stripped from the farm at the time of the handover. A number of interviewees alleged that the farm had been stripped of assets such as steel sheds, water tanks, fencing, the stove in the farmhouse, household fittings and so on. The correspondence from the previous owner's attorneys and the Agreement of Sale document itemise the assets which Steenkamp was entitled to remove once his lease agreement was terminated and only makes mention of the dismantling of the steel sheds (Correspondence: Grütter and Lombard to RLCC, 2002). While some members suggested that the bulk of assets (including water tanks, sheds and fencing) had been stripped from the farm, further enquiries resulted in suggestions that there had only ever been one water tank, that Steenkamp was entitled to remove the steel sheds, and that the fencing that had been vandalised was not on Groenfontein's boundary but

was part of Botshabelo's boundary alongside the national road. It would seem that no inventory was developed that could have been used to check the farm assets before and after the handover of the land to the community.

In a bid to limit further stripping of the farm's assets, the Trust employed one of the members as a caretaker to live in the farmhouse and look after the property.

### Lease of land to community project

In August 2005 the community took a resolution that beneficiaries who were interested in farming should identify activities that they wished to engage in. Beneficiaries who were in leasing the farm were requested to register in order for their application to be considered. A group of eight members registered their interest and the entire farm was then leased to this group, called the Umnotho Agricultural Development Project (UADP).

The intention was that this group would independently seek assistance from various financial institutions and private sector and non-governmental service providers so as to ensure that the farm would be used productively and create employment for the community. The project plan of UADP indicates that, 'Such a decision was taken after realising that the conventional route of soliciting assistance from government institutions would take time, due to lengthy bureaucratic processes which the community has already experienced in dealing with the Land Commission' (Ramohlakane-Groenfontein Community Agricultural Project proposal, undated:2).

Those interviewed indicated a lack of faith in obtaining support from government agencies and said they had decided to try other avenues and rely on their own resources:

*We have given up hope of obtaining assistance from any government departments or the commission. Even though we know that in the absence of a business plan we will not be able to access loans from banks, we have decided that we have to jump into this on our own in order to do something on the land. We call it the 'Risk Project' because we are each taking money out of our own pockets to get this thing going. If we wait for government we will all be too old and some of us will have passed on by that time (Interview with community members, May 2006).*

A lease agreement between the Trust and the Umnotho Project was signed on 14 October 2005 and commenced on 1 November 2005 for a period of six years, until 30 October 2011 (Deed of Lease 2005). The lease rental is the same amount that was charged to the previous owner – R5,000 per month (R60,000 per annum) – and is to be paid to the Trust.

The UADP members are still planning the activities they wish to engage in and as yet have not developed a business plan to clearly outline their intended activities. Planning has been constrained by the lack of financial resources and a lack of experience and technical expertise (Interviews with Ntshudisane and Makuse, May 2006).

One of the UADP members said that although their project was paying for the lease of the land, they had not yet established any activities and so could not recover their costs. Having assessed the facilities which they have, the project decided to use one of the existing sheds for rearing four-week-old chicks. They found that the Agricultural Research Centre supplies chicks and have ordered their first batch of 200 chicks, with further orders placed at appropriate intervals. Live free-range chickens will be sold to the Witbank prison and the local community. Further market opportunities will be explored for future expansion. Chicken feed is obtained from the local farming co-operative. If this activity is a success, the project members intend to erect proper poultry houses. The budget required to start the poultry project has been estimated at approximately R2,500.

The UADP also plans to plant peaches, soya beans and maize in the near future. They have approached a nursery in Middelburg which provides peach saplings and has agreed to assist with selecting appropriate varieties, depending on whether they plan to produce peaches for canning, for the local fresh fruit market or for export. Plans to bottle the spring water are also being considered. The success of these activities depends on the support they can get from other institutions and will require additional funds.

## **Farm dwellers**

There are three families of long-term occupiers and other farm dwellers living on the farm. The Nkosi family came

to Groenfontein in 1973 and was among the first group of dwellers to live and work on the farm after the forced removal of the Ramohlakane community. They indicated that they were not aware of the claim being lodged on the farm, and only came to know about it during the handover ceremony held on the farm on 27 September 2003 (Interview with Nkosi, May 2006). There does not appear to have been any attempt to register the interests of these dwellers under the Land Tenure Programme or the Land Reform (Labour Tenants) Act 3 of 1996, or to formally include them in the restitution claim.

Most of those who currently live on Groenfontein still work for the previous owner on his other farms in the locality. They do not have access to basic services such as sanitation or electricity and have to rely on candles and firewood for lighting and cooking.

The Trust has agreed that the current occupiers may continue to live on the farm but are not permitted to bring others to live there. In the event that employment is generated by the Umnotho Project, they may employ some of the farm dwellers in the event that community members do not wish to take up the available employment opportunities. These farm dwellers have not been formally incorporated into the Trust and therefore do not stand to benefit from any distribution of income among members. Their long-term tenure has not been addressed, and does not seem to have been considered by the commission in the settlement of the claim.

## **Liabilities**

Once the UADP has established activities on the farm, it will be responsible for all operations on the farm including all costs incurred. The Trust remains responsible for the payment of rates and taxes (Clause 8, Deed of Lease, undated), and the Umnotho Project is liable for the costs of all electricity consumption. From the commencement of the lease agreement, the UADP is liable for any damages suffered as a result of rain, wind, hail, lightning, fire, storms and so forth. The lease agreement is ambiguous regarding who is liable for the payment of insurance premiums and only refers to insurance insofar as the lessee must not keep substances or materials on the property which could endanger or damage the property or lead to increased insurance premiums.

## 8. The provision of post-settlement support

The members of the Groenfontein-Ramohlakane community have approached the commission, the Department of Agriculture (DoA), the municipality, the previous owner and a number of associated support agencies to assist them in developing a business and land-use plan and to provide both financial and technical support. They have received very limited support and say they have lost faith in further support being provided to them, and are therefore attempting to rely on their own sources of funds and expertise.

A member of the UADP commented on the likelihood of poorer communities finding themselves even worse off than a community such as the Groenfontein-Ramohlakane community:

*We have only gotten as far as we are because of our persistence. If we were really poor and had nothing at all we would be in a completely helpless situation. We've only gotten anywhere because we used our own resources. For ordinary poor people, it would not be possible. I don't know how other claims, where there are poor claimants, manage because in most cases there is not real support from anyone. You feel as though you just have to go it alone (Interview with Ntshudisane, May 2006).*

### Support from the Regional Land Claims Commission

When asked about the extent of the post-settlement support provided by the RLCC, the Manager: Settlement Support in the Witbank RLCC office acknowledged that the role played by the RLCC has been negligible:

*The claimants have basically received no post-settlement support. No business plan has been done. We need to finish claimant verification so that we can do the business plan. We couldn't use Section 42C for financing the development needs because that Section is kept only for developments once the business plan has been done. No real effort from the side of the RLCC has been made. We haven't been aggressive enough to assist or to get an agricultural economist to assist. We tried to get a CASP [Comprehensive Agricultural Support Programme] application but made no headway because CASP is being redirected to 'anchor projects' in accordance with ASGISA [Accelerated and Shared Growth Initiative for South Africa] – funds are rather going to big projects that create employment (Interview, May 2006).*

A community member involved in the Umnotho project gave a similar account:

*We've had no support from the RLCC. Initially they said they'd help with technical support but they haven't followed up. When we approached them and the DoA to help us with a technical assessment of damming the spring and the stream, we got no response. We want to build a weir or a dam so that we can do irrigation farming which would be more productive, but we can't keep asking for help and getting nowhere (Interview, May 2006).*

Another member of the claimant community identified central problems encountered in their relationship with the commission as a lack of communication and a failure on the part of the commission to either assist or direct the community to appropriate support providers:

*Communication by the RLCC has been the worst problem – we get told to go and meet so and so and to go to this and that office but they're not there and they don't keep appointments. People get fed up and they can't keep paying for transport to get to these meetings that don't materialise. They've lost faith in the commission. It's best if we just try to do our own thing now. It's not as though the commission doesn't have people or skills, it's just that they don't get down to actually doing the job. If the commission can't help directly, they should at least direct people to where they can get help (Interview with community member, May 2006).*

In summary, the support provided by the RLCC to the claimants has been minimal. The fundamental steps which should have been followed during the restitution settlement process were not adhered to. Officials have deviated from accepted procedures at key points in the settlement cycle, and would appear to be acting without clear authorisation or supervision from the RLCC. As a result, effective restitution to the community has been severely hampered, and continues without clear direction. Without a business plan and an approved membership list it appears that none of the grants to which the community is entitled will be released, and without effective support there appears little likelihood of either a business plan or a membership list being finalised. To make matters worse, the multiple failures of the commission in this case are preventing other key support agencies, such as the provincial DoA, from playing their intended role (see page 15). Overall, there is no indication that the office of the RLCC, as currently

constituted, is able or willing to intervene to effectively address the multiple challenges (many of its own making) now faced by the community of Groenfontein.

## Support from the Department of Agriculture

A member of Umnotho commented on the slow pace and uncoordinated nature of the support available from the DoA:

*Agriculture's help is at a very slow pace. They have helped with assisting us to think through the basics that must go into a business plan, but just that alone has taken more than six months. Different people in DoA are supposed to help with different aspects. You have to go to each different section for different aspects that you are seeking help with. You tell each of them your case all over again. There is no unified or coordinated approach for dealing with claimants. Mr Sibanyoni of the DoA helped us a little – he conducted general workshops on maize production and we attended these, but this was before we had actually got the land and so we try to remember what we learned then, but because we weren't applying it then and there, we have forgotten a lot of what we were told about (Interview with Ntshudisane, May 2006).*

These concerns are echoed by Makuse, a descendant of one of the original owners of the land, who acknowledged that while the DoA had initially played a role in providing basic technical support and undertook a feasibility study, delays served to frustrate the UADP:

*The 'Group of Eight' (UADP) approached the DoA and the extension officer helped identify areas of the land and did a basic feasibility study indicating where it would be best to plant peaches and soya and have livestock, and estimated the number of employees we would need to employ. DoA also approached a Mr de Beer to assist the trustees and go into a joint venture. They had problems drafting and negotiating a contract. Meetings were postponed and there were delays. Nothing came of it. DoA also promised further training but it never happened (Interview with Makuse, May 2006).*

Makuse highlighted the frustration that members experienced and the obstacles they faced:

*With all the meetings, people became reluctant and started losing hope. We were tossed from pillar to post. We didn't know whom we should be talking to. A workshop was held at Manzana and the banks were there and they emphasised that they needed a workable business plan before they could consider us. We tried to get a business plan done – the Middelburg DoA referred us to someone in*

*Witbank to assist with developing a business plan. Nothing came of this. She expected us to run before we could walk, but we were still crawling – she wanted to start with all the operations on the farm at once (Interview with Makuse, May 2006).*

The officials interviewed at the DoA indicated that Mpumalanga has a draft Agricultural Development and Implementation Plan but that this has not yet been approved. It was suggested that the implementation of this plan would go some way towards streamlining the provision of support and the ability of the extension services to reach land reform beneficiaries more effectively (Interview with Mahlangu, May 2006). However, it was indicated that the plan would not necessarily deal with the specific or immediate needs of the claimant community.

The assistant director for the Middelburg and Belfast regions of the DoA highlighted concerns regarding the inclusion of the DoA and the point at which the department is drawn in:

*We have tried to join hands with the commission but DoA's relationship with the commission has been a very frustrating exercise. One of the things that is difficult is that the commission goes ahead and does a whole planning exercise using consultants. Once that's all done and the claim is settled or the land is transferred, only then do they introduce the claimants to us. We start to interact with them too late in the process and sometimes we find that we would like to challenge the whole planning and settlement process. For example, it often happens that claimants are settled on land in inappropriate sections of the farm such as on prime agricultural land. We need to come into the picture earlier in the process (Interview with Mahlangu, May 2006).*

The DoA extension officer involved with Groenfontein confirmed the nature of their involvement with the claim and highlighted the challenges resulting from a large claimant community having a relatively small area of land restored to them:

*We've interacted with the claimants. They've brought basic plans to us and we've tried to help them prioritise. They're looking at an orchard and a feedlot and we're trying to help them develop a business plan. We've tried to contact the Agricultural Research Centre (ARC) who said they could work with them towards the end of the year. Groenfontein is a frustration because when claimants want to benefit under one of our programmes, we have to do a feasibility study but we question the viability of this project due to the big number of claimants in relation to the amount of land they have – 400 people for almost 600 ha. When we come*

*across projects like this, it is difficult for us to prioritise it (Interview with Sibanyoni, May 2006).*

According to Mahlangu, the Trust would probably qualify for CASP and then for Agricultural Rural Development Finance (ARDF) support. He suggested that it would be important to do a skills audit and a needs analysis and establish the potential strengths of the members and group them accordingly. He proposed that smaller groups of interested people should be established within the larger claimant group and that each group could be assisted in terms of their specific needs.

Mahlangu also highlighted the fact that developmental activities on restored land require a particular kind of support, and that the danger of conflating the role of mentoring and management could lead to increased levels of dependency on the part of claimant communities:

*Restitution projects require specific attention and need proper mentoring. We sometimes make the mistake of conflating mentorship with management. It's a different process and requires different skills and understanding. Just getting a manager involved creates dependency and people sit back and let the manager do it all. Mentorship is a different process and requires the active involvement of everyone according to an agreed set of procedures. There must be a specific focus on learning and each person must understand why they are doing what they are doing and the effect that it has on the bigger picture (Interview with Mahlangu, May 2006).*

The department cited some logistical problems that make it difficult for them to engage with the claimant community:

*Many of the members live far from the farm; many of them are working and so they can only meet on weekends which is outside the DoA's working hours; and because production has not started and there are no clear plans, people are still dependent on working elsewhere and can't afford to give up their jobs until there is something more definite for them to come to (Interview with Mahlangu and Sibanyoni, May 2006).*

Overall, community members are very frustrated with their inability to access support from the DoA, which can be ascribed to cumbersome procedures within the department that are not responsive to the needs of restitution claimants, and a failure to engage effectively with the department during the pre-settlement phase.

## **Support from the municipality**

Much of the work of the local and district municipalities remains focused on development in urban areas, with little

or no specific attention being paid to rural development or land reform.

According to Maureen Ntshudisane, a member of the community and of the Umnotho Project:

*We went to the Middelburg municipality to get onto the IDP plan and the municipality promised to send people to the farm to make an assessment. This didn't happen and then the wards changed at the time of the March elections. We haven't had much luck with the municipality (Interview, May 2006).*

Dr Amos Dube, the IDP performance management systems officer of the Steve Tshwete Local Municipality indicated that he recalled being approached by the Groenfontein community and that they wished to be included in the IDP. However, he indicated that one of the problems faced by this group is that they do not actually live in Ward 23, which includes Groenfontein, and this makes it difficult for them to ensure that their issues are reflected and addressed during the IDP participation process and the review meetings (Interview with A. Dube, May 2006).

The IDP report for Ward 23 refers in general terms to land being set aside for small-scale farming but does not address specific needs of land reform communities, even though there are at least three significant land reform projects which fall under this ward. (Botshabelo, Doornkop and Groenfontein all fall under Ward 23 and are in very close proximity, thereby allowing for an area-based approach for the provision of services.) All the issues that are reprioritised in the Report on Public Participation on the IDP for Ward 23 address urban issues (Steve Tshwete Local Municipality 2004).

## **Support from the former owner**

The previous owner of the land, Mr Steenkamp, highlighted the lack of development on the land and indicated his preparedness to assist the claimant community:

*There's a problem because more than one year has passed and nothing is going on there. It's a disgrace to see a farm go down the hill. When you give land to someone you must also give them the support they need to farm the land. The government should also set up incentives for someone to help. It's fine to make emotional statements about land but it must be accompanied by direct action and support (Interview with Steenkamp, May 2006).*

Steenkamp indicated that he was:

*[...] prepared to assist the community to stand on their own feet but there needs to be a 50:50 relationship. Not everything can work on a 100:0 basis. I am definitely willing*

*to help because I have known the farm for 26 years and have built it up from nothing. I would be willing to get into a partnership and do skills training, but the community is in for a big risk and they must know what they are in for. They really need to find a way of getting some finance to get them going (Interview with Steenkamp, May 2006).*



## 9. Conclusions

The manner in which the Groenfontein-Ramohlakane claim was settled and the extent and nature of the post-settlement support provided to members of the Trust raise serious concerns about the capacity of the RLCC: Mpumalanga to manage the settlement process effectively and to provide claimant communities with support or direct them to service providers who can. This case highlights the need for the fundamentals of claim settlement, such as the verification of members, the processing of grant applications, the development of a business and land-use plan, the establishment of a legal entity, transfer of title and the release of grants, to be completed at the appropriate point in the claim settlement process. The failure to effect the necessary steps timeously has had a knock-on effect throughout the development processes which followed. The key findings of this study can be summarised as follows:

- The settlement of the Groenfontein-Ramohlakane claim has been handled in an ad hoc manner, with no effective management of the process by the RLCC, resulting in the lack of an effective post-settlement support strategy for this claim.
- The lack of grants and support has effectively immobilised the community since the handover of the land. While some members of the community have attempted to establish a vehicle for conducting activities on the land, they remain unable to advance with their plans due to their inability to develop a business plan. The resultant disillusionment has created the potential for claimants to form factions and attempt to go it alone in the face of no external support. Those claimants who have access to alternative sources of support or finance will be in a better position to engage in activities while those who do not will be relegated to the margins.
- The delays in establishing the legal entity placed the community in a weak position and undermined their autonomy in the settlement and development process. In the absence of the legal entity having been formed earlier on, and the subsequent rush to establish a Trust rather than the previously agreed-upon CPA, the community was reliant on third parties such as the DLA to act as their proxy, for example, in signing the Agreement of Purchase and Sale and the lease agreement. The net effect of this was that the community failed to develop a sense of identity and cohesion around the formation of its legal entity at a critical point in the history of their land being restored to them.
- Since settling the claim, the RLCC has effectively abandoned the claimant. Other parties, such as the DoA, have not provided effective support when needed. From the outset, the lack of guidance from the RLCC reflects an inability and a lack of understanding of the restitution process and procedures on its part. The lack of assistance in developing a business plan with the community has meant that the Trust is hamstrung in its attempts to seek support from agencies external to the commission, such as financial institutions or other government departments.
- This claim could have been addressed as part of an area-based approach to planning, settlement and provision of post-settlement support, but this opportunity was not taken. The Groenfontein, Botshabelo and Doornkop claims are adjacent to each other. Given the lack of capacity and resources in the RLCC, an effort to develop joint training programmes and information sessions across these claims in the same area could have led to a more effective use of the available support provision and created the opportunity for mutual support amongst claimants.
- The lack of centralised, integrated and comprehensive sources of support has imposed an additional burden on the claimants. Members of the community have been required to seek support from a range of different sources, all of which have a range of different departments and units. The accessing of post-settlement support would be made easier if the community was provided with an identifiable unit or individual responsible for liaising with the claimant community and coordinating their post-settlement support needs.
- The lack of developmental activities on the land is leading to land degradation and loss of agricultural potential. Besides leasing the land back to the previous owner until mid-2005, no development activities have been undertaken on the land by the claimant community. The land is fast becoming neglected and overrun with weeds and alien plants, thus making it more difficult for productive activities to be undertaken in future.

# 10. Source documents

## Primary sources

### Reports, minutes and documents

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## Correspondence

Note: All correspondence was found in the RLCC: Mpumalanga Groenfontein project file.

Correspondence: Chair of Trust to RLCC, 21 November 2003. Re: Registering Ramohlakane Groenfontein land.

Correspondence: Grütter and Lombard to RLCC, 4 June 2002. Re: Land Claim Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 26 July 2002. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 29 July 2002. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 3 October 2002. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 11 December 2002. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 15 January 2003. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 3 February 2003. (Two letters) Re: Purchase of Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 1 April 2003. Re: Purchase of Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 22 May 2003. Re: Purchase of Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 20 June 2003. Re: Purchase of Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Grütter and Lombard to RLCC, 11 November 2003. Re: Portion 3 of the farm Groenfontein 266 JS.

Correspondence: Mathumetse to the RLCC, 20 October 2003. Ramohlakane-Groenfontein community enquiries.

Correspondence: Mdluli and Nkumane to RLCC, 18 October 2005. Re: Family representatives for various families.

Correspondence: T. Motsei to K. Serakalala of Umhlaba Re: Development, 21 January 2006. Re: Claimant verification for the Ramohlakane-Groenfontein community.

Correspondence: RLCC to Mr Mathumetse. Undated. Re: Ramohlakane-Groenfontein community enquiries.

## **Secondary sources**

Community Agency for Social Enquiry (CASE). 2005. *Report on the Groenfontein Restitution Project*.

# 11. Key informants and contact details

<b>Name</b>	<b>Position</b>	<b>Contact details</b>
Bheki Nyathi	Head of Post-settlement Support Unit	013 754 4500
Tebogo Motsei	Manager: Settlement Support and Development, RLCC: Mpumalanga (Witbank office) and Project Officer for Groenfontein	013 690 3552 0825775537
Jeremiah Makuse	Member and descendant of original owner	013 650 2301 (h) 013 647 6724 (w)
J. Nkumane	Secretary, Groenfontein-Ramohlakane Trust	0832536569
Maureen Ntshudisane	Beneficiary and member of the Umnotho Agricultural Community Development Project	0825519666
Peter Mogase	Member and caretaker of the farm	0720408923
Mr and Mrs Nkosi	Labour tenants living on the land	
Polla Steenkamp	Previous owner	0823883574
Mr Sibanyoni	Extension Officer, Department of Agriculture (Middelburg office)	013 282 4826 0721903944
Venty Mahlangu	Assistant Director, Middelburg and Belfast, Department of Agriculture	013 282 4826 venty@webmail.co.za
Amos Dube	IDP Performance Management Systems Officer, Steve Tshwete Local Municipality	013 249 7000

