Research Report 31

Bjatladi Community Restitution Claim

Susan Tilley and Edward Lahiff

BTC CTB
Belgische Technische Coöperatie nv
Coopération Technique Belge sa

COMMISSION ON RESTITUTION OF LAND RIGHTS

DEPARTMENT OF LAND AFFAIRS

PLAAS
PROGRAMME FOR LAND AND AGRARIAN STUDIES
School of Government, UWC

Bjatladi Community Restitution Claim

Susan Tilley and Edward Lahiff

Published by the Programme for Land and Agrarian Studies, School of Government,
University of the Western Cape, Private Bag X17, Bellville 7535, Cape Town, South Africa.
Tel: +27 21 959 3733. Fax: +27 21 959 3732. E-mail: plaas@uwc.ac.za
Website: www.plaas.org.za

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. 31

ISBN: 978-1-86808-676-4
August 2007

All rights reserved. No part of this publication may be reproduced or transmitted, in any form
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
Typeset in Frutiger
Printing: RNK Graphics
Cartographer: John Hall

Research Report 31

Bjatladi Community Restitution Claim

Susan Tilley and Edward Lahiff

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

Acronyms

ABET	Adult Basic Education and Training
AgriSETA	Agricultural Sector Educational and Training Authority
ARC	Agricultural Research Centre
ARDC	Agricultural Rural Development Corporation
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
ESTA	Extension of Security of Tenure Act 62 of 1997
FAWU	Food and Allied Workers' Union
IDP	Integrated Development Plan
LGDS	Limpopo Growth and Development Strategy
LTA	Land Reform (Labour Tenants) Act 3 of 1996
NGO	Non-governmental Organisation
PAETA	Primary Agricultural Education Training Authority
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
SAAPAWU	South African Agricultural, Plantation and Allied Workers' Union
SARS	South African Revenue Service
SDC	Sustainable Development Consortium
SPG	Settlement Planning Grant
WT	Workers' Trust

Executive summary

This diagnostic study examines the restitution case of the Bjatladi Communal Property Association (CPA) and the development and use of the land that has been restored to it in terms of the restitution programme. It examines the nature and content of the post-settlement support which they have received, and draws lessons from their experience of a strategic partnership arrangement. It is hoped that the documenting of these initiatives will contribute to the development of a strategy for post-settlement support provision by land reform institutions and associated agencies.

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, 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 various landholding, shareholding and management structures are considered. The activities undertaken during the post-settlement period and the extent of post-settlement support provision are examined. The study highlights issues for consideration regarding the strategic partnership arrangement as a model for the provision of post-settlement support, and draws conclusions about the central issues emerging from the investigation. In summary, the conclusions focus on the unique set of circumstances surrounding the settlement of the claim; the exclusive nature of the relationship between the community and the strategic partner and the implications of this for support provision; the extent to which the wider land needs of the community, such as land for housing and for small-scale food production, have been addressed; the nature and flow of benefits accruing to the community; the extent to which the rights of individual members have been defined; the sources of potential competition and conflict; and the potential impact of ambiguously drafted agreements.

Zebediela at a glance

Province	Limpopo Province
District municipality	Capricorn District Municipality
Local municipality	Lepelle Nkumpi Local Municipality
Type of legal entity	Communal property association (CPA).
Business and shareholding entity	A joint venture has been established between the Bjatladi Communal Property Association, the Zebediela Workers' Trust and a strategic partner Henley Farm Properties (Pty) Ltd, which together own 100% of the shares in the operating company, Zebediela Citrus (Pty) Ltd.
Households/Number of claimants	The initial claimant group consisted of 331 households (1, 244 individuals). New members have since joined the CPA and there are now 423 households (1, 573 beneficiaries).
Property location and description	The restored land, Zebediela 101 KS, is located in the Capricorn District of Limpopo, and is approximately 55km south of Polokwane.
Date of lodgement and settlement	The claim was lodged on 30 December 1998 and the Settlement Agreement was signed by the minister on 27 September 2003. The title deeds are yet to be registered and the land formally transferred.
Hectares awarded	A total of 5, 973.203 ha has been awarded to the Bjatladi CPA.
Current land uses	The following activities are currently being undertaken: • principal land use: citrus growing for local and export markets • livestock farming • dairy production • Bloubuffel grass production • Zebediela Cash and Carry • Zebediela guesthouse • primary school • health clinic. The intention is to engage in the following additional activities in future: • macadamia nuts • the production of grapes, olives and mangoes • upgrade the Zebediela guest house.
Total cost of grants and settlement	The following grants and financial assistance were provided: Settlement planning grant: R1,440 x 331 households = 476,640 Restitution Discretionary Grant: R3,000 x 331 households = 993,000 Settlement grant (Section 42C grant): 16,100,000 TOTAL COST: **R17,569,640** The land and its immovable assets (orchards and buildings) were valued at R61,432,855.

1. Introduction

The farm Zebediela[1] 101 KS in the Capricorn district of the Limpopo province was claimed in terms of the Restitution of Land Rights Act 22 of 1994 (Restitution Act) by the Bjatladi community in December 1998, and a Settlement Agreement was signed by the Minister of Land Affairs and Agriculture in September 2003. The Bjatladi CPA and the Zebediela Workers' Trust were established and these jointly entered into a strategic partnership with a commercial citrus grower from the area. This study describes and analyses the claim and its settlement and considers the dynamics of the strategic partnership and the extent and nature of the post-settlement support which the participants have experienced. Critical features of the claim are highlighted and serve as strategic pointers for consideration in the development of a post-settlement support strategy for the Commission on the Restitution of Land Rights (CRLR) and associated settlement support agencies.

[1] Note that the alternative spelling of Zebedelia is found in some documentary sources.

2. A description of the location and physical features of the restored land

Location of the estate

The land claimed by, and restored to, the Bjatladi community lies below the Strydpoort Mountains to the South of Polokwane, and falls under the Capricorn District Municipality and Lepelle Nkumpi Local Municipality.

Description of the land as claimed and restored

The claimed land, Zebediela 101 KS, was commonly known by its previous inhabitants and the claimant community as Bjatladi-a-Mmamerela-a-Mahlatji or, more commonly, as Bjatladi.

According to the Section 42D submission, Zebediela 101 KS consists of seven portions, all of which are owned (directly or indirectly) by the state, as shown in Table 1.

The farm is bordered on the northern side by the Strydpoort Mountains and the farms Rusland 93 KS Marsfontein 91 KS, Witkoppies 89 KS, Oostenryk 92 KS and Kleinwonder 104 KS. To the east, lies the R518 road to Roedtan, the farm Groothoek 106 KS, and the settlements of Motserereng and Mathibela. In the south, the property is adjacent to the Koringpunt, Mogoto and Moletlane township settlements and the farms Kalkpan and Sunningdale 131 KS. To the west is the farm Modderfontein 100 KS.

Table 1. Sub-divisions of the farm Zebediela Estate 101 KS

Portion	Owner	Title deed	Extent	Bonds & restrictive conditions
Remaining extent	South African Development Trust	T11041/1978	1,128.6054 ha	EX548/1975-8798/919t KS101 K5495/2000rm VA388/1994 FROM-889 KS & 105 KS Released area
Remaining extent of Portion 1 (now Zebediela Estates Erven no. 1-20863)	South African Development Trust	Various titles	2,734.0687 ha	KS, 101,1
Portion 3	Republic of South Africa	T1776/1922	214.1330 ha	KS,101,3 Released area
The remaining extent of Portion 4 (now Zebediela Agricultural Holdings. Holding no. 1-833	Republic of South Africa	Various titles	1,538.4645 ha	B 10961/1969 B 57772/1956 1-4927/1996c-b10961/ 1-4928/1996c-b5772/5 K137/1961rm Erwe-1-833 From Ptn 4,101, KS Zebediela Ah

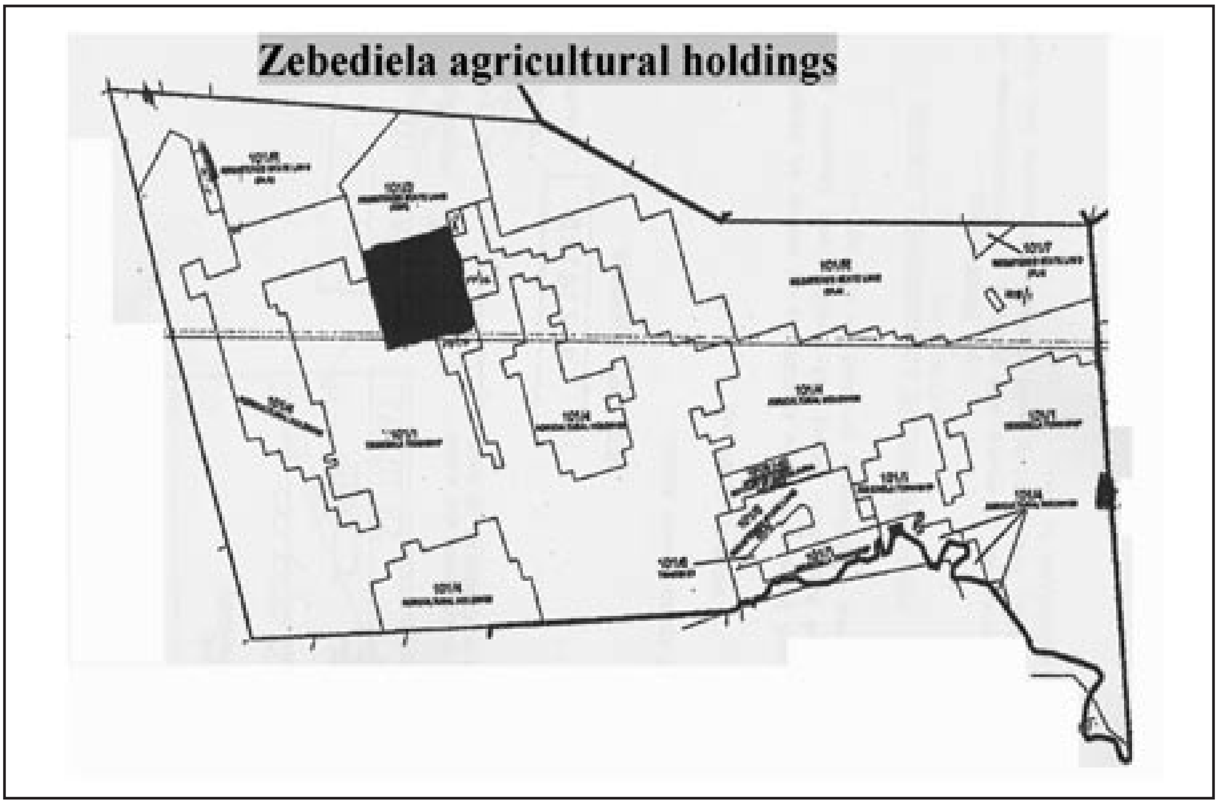
Portion 5 (R/E)	South African Development Trust	T 11041/1978	126.4058 ha	EX548/1975-72331T KS 101,5 K5497/2000RM VA3888/1994 Released area
Portion 6	Transnet Ltd	T 494/1932	20.9604 ha	KS 101,6 Released area
Portion 7	South African Development Trust	T 11041/1978	13.0847 ha	1-2642/978C-2773459 1-4673/978C-10961/59 1-4673/978C-5771/56B 1-4675/1978C-201/3S5 KS 101,7 K1261/1978RM K5496/2000RM VA3888/1994 Released area

The maps[2] below and on page 4 show the boundary of the restored property, and give an indication of the topography and land-use areas.

Map 1. The boundries of Zebediela KS 101

[2] Maps courtesy of Geographic and Environmental Information Systems (GENIS) Consultants, Mokopane.geniscon@lantic.net

Map 2. Zebediela agricultural holdings



Topography, climate and physical characteristics

Topography and biome

Zebediela Estate is located in the Savannah biome, an area of mixed grassland and trees generally known as the Bushveld. The citrus estate lies on a flat area within an enclave of mountains which includes the Strydpoort Mountains. The northern border of the farm is determined by the highest beacon points across this range of mountains. The topography of these mountains allows for ideal dam sites and water catchment areas.

Temperature range, rainfall and water sources

Winters in the area can be very cold and black frost, frequently occurring during the flowering season, has the potential to reduce the citrus yield.

The estate is located in a summer rainfall area. According to a report by the Limpopo Department of Agriculture, the average rainfall over the last 90 years was 633 ml (Erasmus 2005). Given the rainfall pattern in the area, the estate has to rely on irrigated water. According to Kirsten (1996), storage dams and boreholes have increasingly failed to provide a secure supply of water for irrigation purposes in the Limpopo region, with boreholes drying up and rivers and dams being dry for years at a time, such as during the three to four years before the record-breaking rains of 1995–96. The area is subjected to unpredictable drought conditions. During 2004–2005 very limited rain fell in the Polokwane area. This severely affected the citrus estate, whose viability is determined by the availability of water. Water deficiencies, especially at critical times of the citrus growing season (between September and November), are a serious threat to the viability and operation of the estate. There was no rainfall during this critical period during the past season and Limpopo only received rain in January 2006 (Interviews with Erasmus and Boyes, April 2006).

Summer rain is stored in a series of dams and provides irrigation for the Zebediela citrus trees on the plains. The Upper and Lower Nkumpi (also known as 'Compies' or 'Gumpies') and Mogoto dams are used for irrigation on the estate orchards, along with 120 boreholes. In winter or during drought conditions the estate depends entirely on underground water. Currently the estate can pump water as it needs from boreholes, but its electricity bill is high (approximately R900,000 per annum) and constitutes a large portion of the estate's running costs. Given the excessive use of groundwater, the water quality of this water cannot be guaranteed as it has a high chlorine content which can

damage the citrus trees. This water therefore needs to be diluted with dam water.

The surrounding properties include critical water catchment areas for the restored land, an example being the Mogoto dam. The Mogoto dam's catchment area is dolomitic and has a number of boreholes on it as well as an aquifer in the mountains. The Upper Nkumpi dam is outside the claim area while the Lower Nkumpi (from the dam wall) is located within the claim area.

The estate's existing water resources include the following:

- Farm Doornriview 86 KS: weir and canal transferring water to Nkumpi dam
- Farm Frankryk 58 KS: road to pump stations
- Farm Frischgewaagd 88 KS: weir and canal transferring water to Nkumpi dam
- Farm Klein Wonder 104 KS: Nkumpi dam
- Farm Oostenryk 92 KS: two Mogoto dam and road to pump stations
- Farm Grootvalley 57 KS: two boreholes supplying the Mogoto dam and road to pump stations
- Farm Portugal 55 KS: seven boreholes supplying the Mogoto dam and road to pump stations
- Farm Schietfontein 57 KS: one borehole supplying the Mogoto dam and road to pump stations
- Farm Spanje 32 KS: four boreholes and road to pump stations.

A number of the estate's water sources are located on land in the vicinity of the estate. This land is under claim by different communities. The chair of the CPA indicated that given that they do not own much of the land where their water sources are located, they cannot protect their water sources from livestock and cannot ensure against overgrazing, the resultant soil erosion and the silting up of the sources. There is no proper fencing in some of these areas and the wetlands are apparently being overgrazed.

The key rivers in the area are the Mogoto, Nkumpi and Monomane. In addition, there is a large wetland area located in the eastern part of the farm but this appears to be shrinking.

According to Erasmus of the Department of Agriculture:

> *Water rights are registered in favour of the Bjatladi but much of the land where the water sources are located is being claimed by other communities. It is critical that the Bjatladi keep their water rights because otherwise it will undermine the sustainability of Zebediela. Water rights could be a cause of tensions between communities. Outside claimants need to be convinced about Zebediela's rights and needs* (Interview with Erasmus, April 2006).

Soil and plant management

There was no apparent soil erosion observed on the land during the site visit. The number of livestock does not exceed the recommended carrying capacity of the land.

Weed management is maintained in the areas of the citrus orchards and invasive aliens and weeds were not evident in the grazing lands.

Mineral prospecting potential

There are a number of diggings in the area of the Zebediela estate and mining is undertaken in the surrounding areas, for example at the Klipspringer mine. In 2003 the CPA was approached by MSA Projects (Pty) Ltd to permit them to undertake diamond prospecting operations on the property, but this was refused by the CPA and the Regional Land Claims Commision (RLCC).

3. History of ownership and dispossession

According to the Section 42D submission to the minister, the Bjatladi community was previously known as Batlokwa Ba Manthatise and originated from Lesotho in the late 1700s, led by their Queen, Manthatise. They, and many other communities, had become embroiled in a series of land wars and a period of great upheaval that became known as the *Mfecane* (the crushing) or the *Difaqane* (forced migration) (Callinicos 1982:5). In the early 1800s, tensions developed among the community in the Malatjie Mountains of Sekhukhune resulting in the dethroning of Queen Manthatise. As a result, the community became divided into two groups, the Batlokwa Ba Mamabolo and the Batlokwa Ba Mamarela a Bjatladi. The first group left for present-day Mamabolo while members of the latter group were scattered around the Mmabulepu Mountain and were later re-established as a community. The three clans of this latter community – the Tsoai, Mogoto and Mogotlane – settled in 1814 and named their newly found land in the lower areas of the Mmabulepu Mountain, Bjatladi (CRLR Memorandum: Annexure A to the Section 42D submission).

The Bjatladi clans used the land for a variety of purposes, such as building homesteads, grazing livestock, agriculture, burying their dead, performing rituals and ceremonies, and collecting firewood and wild plants and herbs. They named the natural resources in the area after their leaders, hence the Mogoto dam and river and the Gwasha cave. The naming of significant landmarks after leaders and ancestors was later to inform and contribute to the verification of the Bjatladi community's claim to land in this area (CRLR Memorandum: Annexure A to the Section 42D submission).

According to Delius (1983), the political turmoil experienced as a result of the *Difaqane* altered the geography of many societies in southern Africa. These upheavals did not leave the Batlokwa Ba Mamarela a Bjatladi untouched. The Bjatladi suffered many raids and skirmishes, including cattle seizing and clashes with other clans. They experienced further disruptions resulting from the Great Trek as the *trekboers* and other settlers moved across the then Transvaal. By the 1860s, the Bjatladi land had been significantly encroached upon (Delius 1983). The Transvaal's demands for land, labour and taxes exerted increasing pressure on rural communities and by 1876 the Pedi and the Transvaal were at war with each other. President Burgers led an army of the South African Republic (ZAR) against the Pedi in an attempt to crush the paramount chief, Sekhukune, who was viewed as being at the centre of a 'pan-Africanist' conspiracy. Sekhukune was eventually captured and taken to Pretoria. He was released in 1881 but was soon thereafter assassinated by his half-brother and rival, Mampuru. The chiefdom was broken up and people were forced to work as apprentice labourers on boer farms (Maylam 1986:130).

According to Maylam (1986), the first three decades of the twentieth century witnessed a steady transformation in the relations of production in South Africa's rural economy. At the beginning of the century there had still been the possibility that commercial farming could develop along non-racial lines but the state then intervened – through, for example, the promulgation of the 1913 Land Act – to support the commercialisation of white farming and retard the growth of the African peasantry. This resulted in the semi-proletarianisation of African rural dwellers and farmers, either as labour tenants or as migrant workers (Maylam 1986:144).

Soon after the enactment of the 1913 Land Act, the arrival in 1914 of an American entrepreneur, Isidore (Issy) Schlesinger disturbed the existence of the Bjatladi community. He informed the community that the Commissioner of Native Affairs and Administration had granted him permission to farm the land and instructed the community to work on the farm under his supervision if they wished to continue living there. Some agreed out of fear of eviction, while others refused, indicating that they were not prepared to be slaves on their own land. One of those who resisted forced employment or eviction was an old man, Sebopa, who became known as *Sebaka naga le maburu (Fighting the whites for land),* due to his resistance to working as a farm labourer on his own land. He wandered the area and finally settled on Kleinwonder, a farm adjacent to the current-day Zebediela (CRLR Memorandum: Annexure A to the Section 42D submission).

Others who left the area sought accommodation at Makweng. The majority went to Moletlane, which is today a township settlement and is part of the Zebediela location that was established in 1920. The Moletlane area was under the jurisdiction of Kgosi Kekana of the Ndebele. While maintaining their Batlokwa identity, the Bjatladi community became absorbed into the area under the jurisdiction of Kekana.

In an attempt to ensure that no Bjatladi people returned or occupied the land from which they had been evicted, the Native Commissioner made every effort to make the Zebediela location a fully-fledged residential area in terms of 'native standards' in the 1920s (Correspondence between the Native Commissioner of the Potgietersrus district and the superintendents of the Methodist Church of South Africa and the Presbyterian Church). He applied for a church and school site to be proclaimed and established in the location, as an indication of the stability and established nature of the settlement.

The establishment of the Zebediela township was followed by the imposition of a 'tribal levy' in 1933 on all 'native people residing in Zebediela's location both in the tribal land and those who lived in mine compounds and farms around the location' (Memorandum: Annexure A of the Section 42D submission). This levy impacted directly on the Bjatladi clan, forcing people into working on the Zebediela Estate so as to enable them to pay the levy. Some members of the community complied while others resisted in various ways (CRLR Memorandum: Annexure A to the Section 42D submission).

Correspondence between the secretary for Native Affairs and the Director of Native Labour indicates that the legal compliance and the status of people who lived on the Zebediela Estate were routinely checked by attesting officers, in accordance with labour tenancy law (CRLR Memorandums: Annexure F to the Section 42D submission). These records indicate that there were labour tenants living on this land and reflect that those threatened and affected by dispossession did in fact live on the estate when their occupation rights were reduced to those of labour tenants.

Members of the community were forced to become farm labourers or labour tenants under Schlesinger's supervision. The right to reside on the farm was conditional and in many cases was made difficult by the terms of their residence:

- Community members were forced to work on the farm on a rotation of three months paid and three months unpaid labour.
- Community members were constantly harassed by the new landlord and their continued stay on the land was made uncomfortable.
- Restrictions were enforced by the new landlord regarding the number of livestock that the community members resident on Zebediela could keep, and residents were further denied access to natural resources such as grazing and water for their livestock.
- Child labour was introduced by the landlord and children over eleven years were forced to abandon school and work on the farm. In many instances this led the parents of these children to leave the farm and seek accommodation and employment elsewhere (Diako et al. 2005).

Given the nature and process of dispossession, no form of compensation was given to those who were dispossessed. The Zebediela township, where the majority of the dispossessed relocated, cannot be regarded as compensatory land and was not registered in their title. Their original land, which had rich agriculture potential, was taken and replaced with insecure tenure in a township settlement where residents had little or no access to land for agricultural activities and were forced to sell their labour (CRLR Memorandum: Annexure A to the Section 42D submission).

Land use, ownership and management prior to restoration

Based on labour provided by workers and labour tenants from the Bjatladi, Zebediela Estate was developed by Schlesinger who started planting the first citrus trees in 1918. Schlesinger and his partner, Gilfillan, divided the two original farms into 1,200 plots of 2 ha each and offered the plots for sale at 67 pounds each, to be farmed as a profit-sharing operation. By 1921 most of the plots had been sold. According to Erasmus, 'Each of these plots has its own title deed and even today, these have not been consolidated' (Interview with Erasmus, April 2006).

The estate was to become the world's greatest citrus producing farm by 1925. In 1928, a branch railway line to Naboomspruit was opened in order to carry the ever-growing harvest to a range of markets, both local and international. The estate continued to be productive but was identified as falling within a land area which the apartheid state intended to consolidate into the Lebowa homeland.

In 1973 the property was expropriated from the Schlesinger family by the South African government and was consolidated into the Lebowa homeland in 1975. At this time, Zebediela Citrus (Pty) Ltd was established and was administered under the management of various parastatals including the Economic Development Corporation (EDC), the South African Development Trust (SADT), the Bantu Investment Corporation (BIC) and the Lebowa Agricultural Company (LAC) (Matlala and Shaker 2003).

In 1996, the Agricultural and Rural Development Corporation (ARDC) was established by the Limpopo provincial government through the amalgamation of three former homeland parastatals in the province. All state farms in the province – including Zebediela – were transferred to the ARDC, thus making the government of Limpopo the biggest farmer in the province. Despite substantial state support, the corporation showed signs of financial, technical and managerial incompetence. Over time and in response to changes in fiscal policy, the ARDC's subsidy was reduced from R70 million in 1996 to R47 million and eventually to R20 million per annum (Matlala and Shaker 2003).

Instead of changing their operational policy to a more focused and streamlined business operation, the ARDC started selling assets and farms. Over time, they could no longer pay their creditors, operating expenses or wages. Subsequently the quality of the fruits dropped to the point that none were of an adequate standard to be exported during the 2001 harvesting season and all had to be sent to juice factories (Matlala and Shaker 2003).

At the time of the ARDC taking over Zebediela, the MEC for Agriculture, Dr Aaron Motsoaledi, acknowledged the level of mismanagement and prepared a comprehensive policy on the restructuring of agricultural assets and projects in Limpopo, proposing to abolish the ARDC and restructure its estates in line with commercial principles. This policy was adopted by the provincial government in 2000 and the Department of Agriculture was mandated to apply it with immediate effect. Zebediela Citrus (Pty) Ltd, then a subsidiary company of the ARDC, was amongst thirteen such estates and farms that were restructured in terms of the new policy (Matlala and Shaker 2003).

Restructuring aimed at revitalising the citrus estate was done haphazardly with insufficient budget having been allocated. Negative publicity regarding the operations of the estate and its impending collapse escalated, despite plans to revive the estate. The original 2,260 ha planted was reduced to 800 ha and only 10% of the yield was marketable. The situation was compounded by the limited supply of water for the orchards (Interview with Erasmus, April 2006; Matlala and Shaker 2003).

Over time, a key challenge for the ARDC was the difficulty of maintaining the rapidly deteriorating infrastructure which the ARDC could not afford to upgrade. In 2001, in order to save the estate from complete collapse, short-term operators were hired by the Limpopo Department of Agriculture on a contract basis for harvesting and marketing for a period of two production years. This arrangement was undertaken in the hope of identifying strategic partners to enter into an equity shareholding arrangement in the future. Mr John Boyes was amongst the first group of contractors and was identified during this period as being a capable potential partner to assist the ARDC in the management of the estate on a cost- and output-sharing basis. Based on his track record, Boyes's contract was renewed until September 2003. During this time, the ARDC was responsible for paying workers' salaries and electricity consumption incurred by the estate (Interview with Erasmus, April 2006; Matlala and Shaker 2003).

Initially unaware that a claim had been lodged by the Bjatladi community, the ARDC continued with its administration of the Zebediela Estate through its partnership with Boyes. At this time, the ARDC developed plans to transfer the land to a capable service provider and had begun to engage the Kgosi of the area, *Kgosi* Kekana, in preliminary discussions regarding the potential handover of the land to the community. These plans had to be reconsidered when the ARDC became aware of the community claim on the land (Interview with Erasmus, April 2006).

Deterioration of the land and assets

At the time of the community claim being lodged, the estate had assets with significant potential. These included citrus packing-houses, sorting and grading systems, a disused railway link, farm houses, shops, a guesthouse, extensive fencing, demarcated grazing camps, boreholes, electric cabling, water pumps, reservoirs, livestock water points, livestock handling facilities, workshops and store rooms. However, many of these were in a state of disrepair and required attention.

Interviews with key informants indicated that the infrastructure at Zebediela had depreciated under the management of the ARDC and the various state institutions prior to the ARDC. Infrastructure upgrading was amongst the priority issues to be addressed in the settlement of the claim.

When the Boyes group was contracted in December 2001 to run Zebediela, the Nkumpi dam was only 30% full and had only one functional pump. The Mogoto dam was empty and the sluices had been sabotaged (*Farmers' Weekly*, 30

April 2004). Of the previously functioning 200 boreholes, only ten were functional, as most had been vandalised when the Boyes group took over. Many of the irrigation pipes supplying water to the trees were blocked and not functioning. Only three tractors and four spray carts were functional at the time of the land restoration (Interview with Boyes, April 2006; *Farmers' Weekly*, 30 April 2004).

Turnover and profitability of the enterprise on the eve of restoration

In 1980 Zebediela had produced between 1,700 and 1,800 export cartons per hectare. In the 2001 season (the first partial season that involved John Boyes from December 2001), no cartons were exported, but in 2002, over 320,000 cartons were exported and in 2003 over 830,000 cartons of citrus were exported to Asia, Europe and Canada. According to Boyes, in the last twenty years, the average carton equivalent per tree was four. By 2004 Zebediela's average production reached 5.7 cartons per tree, 50% higher than the average for the previous twenty years (*Farmers' Weekly,* 30 April 2004).

By the time the community's land claim had been settled in September 2003, the decline of the estate was beginning to be turned around and the infrastructure overhauled (Interview with Erasmus, April 2006).

4. The claim lodgement, verification, negotiation and settlement process

Lodgement and registration

Initially three groupings that formed part of the Bjatladi community (the Tsoai, Mogoto and Mogotlane clans) lodged separate claims for the restitution of the Zebediela Estate. The claims were lodged with the RLCC: Limpopo on the eve of the closing date for the lodging of claims, 30 December 1998. On 24 October 2002 the four groups agreed to merge their separate claims into one as they all shared a common history on the land and were advocating the restoration of the land rights of the entire Bjatladi community. The claims were thus consolidated into one community claim (Section 42D submission).

The existence of farm workers, labour tenants or other occupiers

It is unclear as to whether the existing farm workers and labour tenants were made aware of their rights in terms of the Extension fo Security Tenure Act 62 of 1997 (ESTA) or the Land Reform (Labour Tenants) Act 3 of 1996 (LTA) at the time of the claim being lodged. It appears that there was general agreement that a claim should be made on behalf of all those who viewed themselves as part of the claimant community or who were working and living on the farm at the time of the claim being lodged. According to the chairpersons of the CPA and the Workers' Trust (see below), some of these occupiers and workers were included in the claim, while others became members of the Workers' Trust.

Determination of qualification

The claim was found by the RLCC to be valid and that it complied with the requirements contained in Section 2 of the Restitution Act. The land claim was gazetted on 10 January 2003 in terms of a government notice, Number 11 of 2003.

When the claim was first gazetted, the RLCC thought that they had gazetted all the properties but during the later process of formulating the lease agreement, it was realised that the list included a number of errors. This led to the re-gazetting of the claim in order to include all the relevant properties (Interview with Erasmus, April 2006).

Preparation for negotiations

During the course of 2003, community meetings were held and a process to verify members was conducted. The verification of all the claimant households and beneficiaries was done with the assistance of Linchi Development Consultants.

The identification of members was carried out in a range of ways including:

- house-to-house meetings
- consultations with community groupings to help identify and verify members of the claimant community
- additional research conducted by the RLCC and a service provider to establish the history and nature of the dispossession.

The verified list of households was adopted on 1 June 2003 in the presence of representatives of the claimant community and officials of the RLCC: Limpopo.

According to the chairpersons of the CPA and the Workers' Trust, no claims in terms of the Land Reform (Labour Tenants) Act were lodged on this land. The memorandum to the Section 42D submission, as signed by the minister on 14 August 2003, asserts that no counter claims were registered.

Prior to negotiations for the settlement of the Bjatladi claim, the ARDC had engaged *Kgosi* Kekana in discussions around the possible transfer of land in the area to his community. At this time the ARDC was allegedly unaware of any claim on this land. It was later agreed that the *Kgosi* would receive some form of award. This aspect is dealt with later in this study.

Negotiations

Once the claim by the Bjatladi community had been validated, the RLCC and the Limpopo Department of Agriculture entered into negotiations with the land claimants and mooted the possibility of Boyes as a strategic partner. Boyes's company, Henley Farm Properties (Pty) Ltd, was subsequently appointed as the strategic partner in November 2003, in order to manage the estate jointly with the community (Interview with Erasmus, April 2006).

The submission (in terms of Section 42D) was prepared and submitted to the minister and was approved and signed by the minister on 14 August 2003.

A Settlement Agreement was negotiated and signed on 27 September by the Regional Land Claims Commission of the Limpopo province (represented by Commissioner Mr M. Mokono); Bjatladi claimants (represented by Mr F. Tlolane, the chairperson of the Bjatladi CPA); Henley Farm Properties (Pty) Ltd (the strategic partner, represented by Mr J. Boyes, the managing director); the Department of Agriculture in Limpopo (represented by Mr H.A. Masikhwa, acting head of Department); the ARDC (represented by Mr M. Shaker, acting managing director); and Zebediela Workers' Trust (represented by Mr N.J. Aphane). A joint venture through an operating company, Zebediela Citrus (Pty) Ltd was to be established by the CPA, Workers' Trust and strategic partner (Henley Farm Properties (Pty) Ltd) in order to control the business operations, with all management functions delegated to the strategic partner, Henley Farm Properties.

5. Ownership and management structures

The following structures were to be established in order to own and manage the restored land:

- The Bjatladi CPA was (upon registration) to take transfer of the farm Zebediela 101 KS.
- The strategic partner (Henley Farm Properties (Pty) Ltd) the Bjatladi CPA and the Zebediela Workers' Trust would take over the shareholding of the company called Zebediela Citrus (Pty) Ltd and enter into a shareholders' agreement to that effect.
- Zebediela Citrus (Pty) Ltd was to enter into a lease agreement with the Bjatladi CPA.

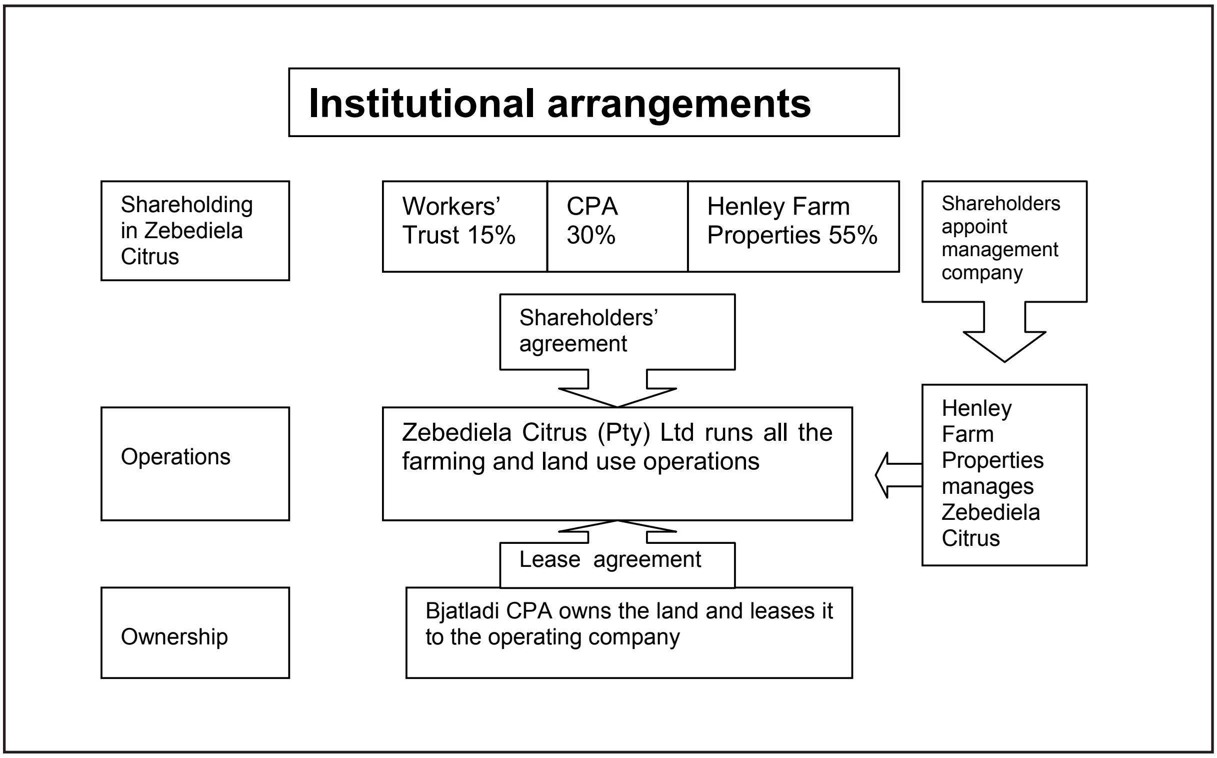
The Bjatladi Communal Property Association

The CPA committee

The Bjatladi CPA was constituted on 1 June 2003.The Bjatladi claimant community was called to a meeting at Groothoek Hospital on 6 September 2003 in order to elect a twenty-one-member committee. This meeting also discussed the arrangements for entering into an agreement to run the Zebediela Estate in a joint venture with the strategic partner. This was done in accordance with the CPA constitution which states, 'The Committee of the CPA is elected at an Annual General Meeting by people who have been verified and confirmed as members of the CPA and shall consist of 21 members, 12 of whom shall be women and disabled' (Clause 8(i)). The duties of the office bearers are set out in the constitution.

According to the chairperson of the CPA, 'There is good attendance and participation in all meetings and there has always been a quorum. Letters go out to each of the 423 households giving notice of all meetings. People have to bring these letters to the meetings as proof that they are members and to allow them to vote. Members give the mandate and engage with the issues.We will also be holding an information day for all members so that they can visit the project and look around' (Interview with the chairperson of the CPA, April 2006). This last comment would seem to suggest that members who are not involved in the business enterprise remain fairly removed from the restored land and the activities taking place on it. Their access is kept to attending occasions such as information days.

Figure 1. Institutional arrangements



Membership and the claimant community

At the time of the claim being lodged, the claimant community was viewed as being comprised of the surviving members of the dispossessed community and their direct descendants. There were originally 331 households represented, of which 180 were female-headed households. There were an estimated 1,244 individuals initially included in the claim. Over time, 92 additional claimants have come forward and the verification list now includes 423 claimant households with a total of 1,573 beneficiaries. The beneficiary group thus consists of 752 women and 821 men. There are 230 female-headed households.

The claimant community is not homogenous – many pursue multiple livelihood strategies and are stratified along lines of class, gender and generation. The claimant community is made up of farm workers, those previously defined as labour tenants, middle-class entrepreneurs, school teachers, shopkeepers, unemployed youth and the elderly – the latter forming the majority of claimants. Many are retired and live off their pensions in the townships adjacent to the estate and surrounding areas. Besides an impressionistic overview given by interviewees, no documented information regarding the profile of the claimant community was available, as no structured profiling of the claimant community had been undertaken as part of the settlement of the claim or post-settlement planning.

In terms of Section 16 of the Bjatladi CPA constitution, membership of the CPA is reserved only for:

- *People dispossessed of their land rights on the Farm Zebediela Estate 101 KS;*
- *People who prove to the satisfaction of the Association that they were dispossessed of their land rights on farms stated in Clause 3 [This clause describes the property belonging to the CPA]; or*
- *Is the direct descendent of such a person; or*
- *Is the spouse of such a person.*

Only a few of the originally dispossessed people remain and most members are therefore the direct descendants of the original occupiers.

Though not detailed in the constitution, the CPA chairperson differentiates between 'claimants' and 'beneficiaries'.[3] According to him, 'claimants' are the people who were actually dispossessed, their spouses or their descendants. On the death of both parents, a 'beneficiary' automatically becomes a 'claimant'. The terms 'claimant' and 'member' are, however, sometimes used interchangeably.[4] Despite being, in law, a single community claim as there is only one claimant, all members of the claimant group are generally (and incorrectly) referred to as 'claimants' or 'beneficiaries'.

The chair of the CPA said that there had been a number of challenges regarding the verification of members and how people's rights to membership and to the use of land were understood during the verification process. Initially, the process was straightforward and members themselves could verify those who were members of the community. However, towards the end of the process, 'When', according to the chairperson, 'people began to see that there was wealth attached to getting land, then people began to contest the claim. An individual came forward saying that he was entitled to be the sole claimant'. This was, however, rejected by the community.

While the general rights of members are outlined in the CPA constitution, more detailed rules have not been drawn up regarding the substantive rights and duties of individual members. Membership rights are broadly detailed in the CPA constitution as follows:

i. Every member shall have the rights to share in joint business ventures set up as part of the Association or on Association land.
ii. Members shall have the first opportunities for employment in business ventures set up under the Association or Association land.
iii. Every member shall have access to communal land and other communal facilities and amenities on the conditions laid down by the Committee.
iv. Every member shall have the right to cast a vote at General meetings.
v. Every member shall have right of access to documents, minutes, reports or any information whatsoever pertaining to any business of the Association.
vi. Members shall exercise their rights according to the principles stipulated in Clause 6 (Principle of Equity).
vii. No sale of membership rights shall be allowed.

[3] According to the chair of the CPA: 'My great grandfather was dispossessed. Myself, my sisters and brothers are therefore claimants but our children are viewed as being beneficiaries. The person who was dispossessed and his/her spouse are claimants. The claimant's death and the spouse's death allow the children to become a claimant after both parents are no longer alive. This must be told to the RLCC, who will add the new names to the verification list. If someone has gone away, maybe to somewhere else in the country or even overseas, and he comes back and says that he is a claimant, they can become members if the community is able to verify that that person is a descendant of people who were living here and who were originally dispossessed. People know each other in this area and they know who had what children and where they all went (Interview with the chairperson of the CPA, April 2006).

[4] Strictly speaking, there is only one claimant – the Bjatladi community.

In terms of Clause 18(i) of the constitution, a member's membership will terminate on the following grounds:

a. Upon death of a member in which event his/her membership shall be succeeded by his successors in title or a person nominated by him/her. [The constitution does not specify whether this nominee needs to be vetted by the CPA/committee or the process for this to occur. This arrangement could potentially open up membership beyond the current definition.]
b. Upon the breach of any rules. [There is no indication regarding what happens to the member's shares upon termination due to a breach of rules.]
c. Upon the written resignation by the member. [There is no indication as to what happens to a member's shares upon resignation.]

In addition, Clause 5(f) of the constitution indicates that the CPA may, 'award special membership to any outside party whose involvement with the Association will be of benefit to all members of the Association.' The nature of such special membership is not defined.

The Zebediela Workers' Trust

The workers in the employ of the company have organised themselves into a Workers' Trust called the Zebediela Workers' Trust, which holds 15% of the shares in Zebediela Citrus (Pty) Ltd, donated to them by the ARDC. The trust deed for the Workers' Trust was signed on 4 September 2003 by the Limpopo Department of Agriculture (the founder) and six trustees. The Trust creates an entity for the employees of the company to function as shareholders of the company.

Beneficiaries of the Trust include 'the employees of the company who at any time after the transfer of share … have been appointed in terms of the conditions of employment of the company to hold permanent employment conditions; and apply … to become beneficiaries and pay the necessary application fee (R10-00); and … comply with all the obligations of a beneficiary of the Trust in terms of the Trust Deed; and to whom a unit of interest has been issued' (Clause 8.1 of trust deed).

The rights and obligations of Trust beneficiaries include, amongst others, the right to share in the distribution of the income of the Trust, pro-rata to the interests held by other beneficiaries in relation to the total distributable income of the Trust, as determined by the trustees, and the obligation to make a monthly contribution of R2 to the Trust.

Each beneficiary is entitled to a certificate which reflects that the beneficiary is a beneficiary of the Trust and which states the current number of units of interest of the beneficiary in the Trust.

At the time of the creation of the Trust, the total interest available for issue amongst beneficiaries was defined as 500 units of interest. The trustees were entitled to issue to each beneficiary one unit of interest on application to become a beneficiary (Clause 9.4 of trust deed).

In the event of the termination of any beneficiary's employment relationship with the company for whatever reason, a beneficiary shall automatically cease to be a beneficiary on the date of the termination of the employment relationship and the unit(s) of interest in the name of the employee shall automatically revert to the trustees and be available for issue to any employee who qualifies to become a beneficiary (Clauses 9.6.1 and 9.6.2). No payment shall be made to a beneficiary whose employment is terminated except any unpaid distribution of income which had been declared by the trustees prior to the termination of the employment relationship (Clause 9.6.5).

Of the 237 permanent workers, all of whom are members of the Trust, ten are also members of the CPA. In the event of dividends being paid out by the company, these ten workers are eligible to receive dividends payable by the Workers' Trust and a share of any income accruing to the CPA.

The chairperson of the Workers' Trust reported that the members are not happy with the 15% share they were allocated in the company, and wish to increase the share belonging to the Trust (Interview with the chairperson of the Workers' Trust, April 2006). From the outset, the workers, through their representatives in the South African Agricultural Plantation and Allied Workers' Union (SAAPAWU) and later in the Food and Allied Workers' Union (FAWU), indicated that they wished to have a 25% share in the enterprise but that the claimant group objected saying that there was only a small number of workers who were actually from the Bjatladi community. It was then agreed that workers would get a 15% share. It should be borne in mind that the Workers' Trust, like the CPA, did not pay for its shares, but rather obtained them through a process of negotiation on the basis of the members' status as workers in the citrus estate. The division of shares between the various parties (workers, claimants and strategic partner) could therefore be seen as somewhat arbitrary.

In 2002/2003, prior to the Settlement Agreement having been signed or the strategic partnership entered into, the workers on the estate were collectively paid R500,000 by Boyes (in his capacity as manager of the estate) as a one-off incentive arrangement. The workers decided to share this

amount amongst themselves and each worker received R2,100. The workers have not received any dividends since the establishment of the strategic partnership.

The strategic partner

The strategic partner, Henley Farm Properties (Pty) Ltd, is to manage the company for a period of at least fifteen years during which time it will:

- See to the general management of the company. At the commencement of the agreement, employees of the strategic partner were to continue to fill key positions in the management structure of the company, including the positions of general manager, production manager, pack-house manager, maintenance and engineering manager and administration manager.
- Be responsible for the management of day-to-day operations of the estate. To this end it has employed the expertise of a farm manager, a dairy farm manager, livestock farm manager (who is also the CPA chairperson and performing the farm management tasks on a part-time basis) and a citrus farm manager.
- Take all decisions regarding technical, personnel and operational matters.
- Provide working capital to the company.

The operating company

The business of the company is overseen by the directors who are elected by the shareholders. Each shareholder group is entitled to nominate one director for every 10% shareholding that that group holds. The Department of Agriculture is also entitled to nominate one director. The director nominated by the Department of Agriculture has a vote equal to the vote of the director representing the shareholder with the least number of shares, and is entitled to speak and vote on any issue, with the emphasis being placed on protecting the interests of the CPA in terms of retaining the land and its assets.

All shareholders in the company will share in the profits of the company and have voting rights in the management of the company according to their shareholding. The directors of the Board decide what dividends, if any, will be paid to the shareholders after every financial year, taking into account profit and cash flow of the company, the amount necessary for maintenance and expansion of the business, and any outstanding debts.

The directors of the Zebediela Citrus (Pty) Ltd are:
Representing the strategic partner:

- Dr D. Boyes
- Mr C. Boyes
- Mr J. Boyes
- Ms D. Scheepers.

Representing the CPA:

- Mr F.L. Tlolane
- Mr S.N. Tsoai
- Mr K.D. Tswai.

Representing the Workers' Trust:

- Mr J. Aphane.

Representing the Department of Agriculture:

- Mr C. M. Erasmus (Zebediela Citrus (Pty) Ltd, Report of the Directors for year ended 31 March 2005).

6. The Settlement Agreement – its terms and implementation

The focus and content of the Settlement Agreement (signed in terms of Section 42D of the Restitution of Land Rights Act 1994) pertains to the working partnership and the lease agreement between the CPA and the operating company. Although not stated in these exact terms, the Settlement Agreement implies that the activities entered into with the strategic partner constitute the only permissible use to which the land can be put, and that access to land by members for other purposes such as cultivation, grazing rights or residential purposes fall outside the scope of the Settlement Agreement, and thus outside the terms of the restitution award. (While the CPA constitution states that, 'Every member shall have access to communal land and other communal facilities and amenities on the conditions laid down by the Committee...', in reality, no communal land or communal facilities have been determined.)

The fundamental elements of the signed Settlement Agreement focus on the following:

- the restitution award
- the lease agreement
- the shareholding arrangement.

Each of these three areas, as included in the Settlement Agreement, is outlined below, followed by a brief commentary.

Restitution Award (Section 1)

The state shall restore the land claimed by the Bjatladi community, Zebediela 101 KS, to the Bjatladi CPA in terms of the Act as amended.

Land award

In terms of the Section 42D memorandum signed by the minister on 14 August 2003, a total of 5,973.205 ha was awarded to the Bjatladi Community (Section 9 – Statistical Information on page 14 of the Section 42D). However, on analysing the specified portions as set out in Section 2.2.4 in the Section 42D memorandum, the total land area amounts to 5,775.7225 ha, a difference of 197.4825 ha. (The details of the various portions of land as set out in the S42D are specified above in Section 2 of this report.)

The constitution of the Bjatladi CPA indicates that the claim was lodged for the restoration of the farm Zebediela101 KS, and does not specify the portions that constitute this land area.

The initial lease agreement signed on 31 October 2003 (see details below regarding the need for two lease agreements) states the total land area as being the same as the area specified in the Section 42D but describes the details of each portion differently. The first lease agreement details the awarded land area as totalling 5,973.205 ha as follows:

- 101 KS measuring 4,441.7366 ha
- 101/00 KS measuring 328.1325 ha
- 101/01 KS measuring 782.4047 ha
- 101/03 KS measuring 212.5463 ha
- 101/05 KS measuring 125.8060 ha
- 101/06 KS measuring 20.9475 ha
- 101/07 KS measuring 12.8884 ha
- 101/09 KS measuring 46.5754 ha
- 105/01 KS measuring 2.6176 ha.

The second lease agreement signed on 24 November 2004 describes the land areas differently and states that the land area is 5,853.4672 ha, that is, 119.7378 ha less than the amount stated in the summary of the statistical information in the Section 42D and in the first lease agreement.

Based on interviews with key informants and the documentation as provided, there appears to be a degree of confusion regarding the precise land that was awarded to the CPA. Within the farm 101 KS, there is a township area as well as five privately-owned holdings under different title deeds. The award of these portions of land has not yet been clarified. The Section 42D, as signed by the minister, excludes these specific portions from the description of the property being claimed (as set out on page three of the Section 42D memorandum, marked Annexure A). It further notes in 4.1.6 on page 8: 'Within the farm Zebediela Estate 101 KS, there are five privately owned holdings held by different title deeds. The focus of this settlement is for now only on that property which is owned and used by the state. The RLCC will at a later stage enter into negotiations with the private owners with the aim of buying them out.' However, the Settlement Agreement makes no mention of these additional specified land areas that are located within the Zebediela 101 KS land area, stating, 'the Bjatladi Communal Property Association should upon registration by the Director General take transfer of the farm Zebediela 101 KS.' This implies that *all* portions that make up this land area are included.

There is thus a contradiction between the recording of the land award as reflected in the Section 42D document and in the Settlement Agreement. The Settlement Agreement (and not the Section 42D submission) is the legally binding agreement. The incorrect recording of the land award raises concerns about the process and could potentially generate confusion for the community at a later date. However, interviews with the CPA and the Workers' Trust indicated that the CPA is aware that they do not as yet own these additional parcels of land but that they expect the RLCC to negotiate for the inclusion of these land areas as soon as possible.

Financial award

There was no purchase amount for the claimed land as it was state land. The land and its immovable assets (orchards and buildings) was valued at R61,432,855 and released by the Limpopo Provincial Government through its Department of Agriculture to the Bjatladi claimant community.

The Section 42D document details the following grants and funds totalling R17,569,640 that were to be made available to the Bjatladi CPA:

- A Settlement Planning Grant (R1,440 x 331 households) of R476,640.
- A Restitution Discretionary Grant (RDG) (R3,000 x 331) of R993,000.
- A total estimated amount for the refurbishment of the estate was calculated at R16,100,000. These funds were accessed as provided for in terms of Section 42C of the Restitution Act.[5] According to the transfer of funds agreement entered into between the RLCC, Zebediela Citrus (Pty) Ltd and the CPA on 12 February 2004, the CPA qualified for a settlement grant from the Department of Land Affairs (RLCC: Limpopo) as authorised by the Minister of Agriculture and Land Affairs. The amount of R16,000,000 was to be paid to Zebediela Citrus (Pty) Ltd in three tranches, to be administered and managed on behalf of the Bjatladi CPA:
  - R10,000,000 on 29 February 2004
  - R3,000,000 on 30 May 2004
  - R3,000,000 on 30 October 2004.

The funds bear interest at 5.5%, payable to the Bjatladi CPA (Zebediela Citrus (Pty) Ltd. Notes to the financial statements for the year ended 31 March 2005).

However, the Settlement Agreement makes no mention of any specific amount of financial support to the CPA other than stating in Clause 3.2.11, 'That the Claimants through the *assistance provided by the State*, undertake to make the following improvements on the lease area in order to enable the operating company…' [These improvements are then set out in the document.]

According to the various progress reports submitted by Zebediela Citrus (Pty) Ltd to the RLCC, the first tranche was paid to the CPA. As at August 2005, the remaining two tranches, due in May and October 2004, were still outstanding. As referred to in a memorandum dated 19 August 2005, sent by the RLCC to the office of the Chief Director: Land Restitution, it appears that there was a dispute regarding the payment of an amount of R1,000,000 which was spent by ARDC on the initial refurbishment of boreholes on the estate, pending the transfer of money approved by the Minister to Zebediela Citrus (Pty) Ltd. The RLCC therefore only transferred an amount of R5,000,000 and the remainder was to be considered once the dispute regarding the advance expenditure had been resolved.

The lease (Section 2)

The claimants and the Zebediela Citrus (Pty) Ltd shall, upon transfer of the land to the claimants, enter into a long-term lease agreement.

- The lease agreement shall be for a period of fifteen years, commencing from 1 November 2003 until 30 November 2018.
- The lease agreement shall be registered with the deeds office against the title deeds of the property.
- The Bjatladi CPA shall receive an annual rental fee of R1 million from Zebediela Citrus (Pty) Ltd.
- The lease agreement is to be reviewed at the end of the term.

The transfer of land and the registration of the title

While the Section 42D submission was signed by the Minister on 14 August 2003 and the Settlement Agreement was signed on 27 September 2003, as yet no land has been formally transferred to the claimant community. According

[5] Section 42C of the Restitution of Land Rights Act 22 of 1994, as amended, makes provision for the following:

Financial aid

(1) The Minister may from money appropriated by Parliament for this purpose and on such conditions as he or she may determine, grant an advance or a subsidy for the development or management of, or to facilitate the settlement of persons on, land which is the subject of an order of the Court in terms of this Act or an agreement in terms of section 14(3) or 42D or which is expropriated in terms of section 42E, to:
(a) any claimant to whom restoration or the award of a right in land has been ordered;
(b) any claimant who has entered into an agreement contemplated in section 14(3) or 42D;
(c) any person resettled on such land.

to Erasmus, 'The title deeds have not yet been handed over to the community. The restoration of state land is a very cumbersome process. Limpopo has a State Land Disposal Committee but the land must be vested. The minister has approved restoration but transfer is a whole different process' (Interview with Erasmus, April 2006). Technically, the state is still the owner of the land.

According to the DLA, there are 1,212 separate properties that constitute the estate and twenty-seven certificates associated with this land which need to be signed by the minister prior to transfer of title. According to an official in the DLA, 'All the documents were awaiting ministerial approval but then the minister of Land Affairs was changed and so we had to recall all the documents and certificates, put in the name of the new minister and resubmit them. It is likely to take at least another three months to get the title registered in the name of the CPA' (Interview with S. van der Poll, June 2006).

Upon transfer, the land and the fixed improvements, including the buildings, will become the property of the CPA, irrespective of the shareholding in the operating company.

The lease agreement

The Section 42D submission specifies in Clause 4.2.1 that 'upon transfer of the land to the Bjatladi community, a long-term (notarial) lease agreement of 15 years (shall) be entered into between the landowners (i.e. the Bjatladi Communal Property Association) and Zebediela Citrus (Pty) Ltd (the Operating Company).'

The lease agreement indicates that the parties to the agreement are the Bjatladi CPA, assisted by the Minister of Land Affairs in her capacity as legal owner of the property (because the land has yet to be registered in the name of the community), and Zebediela Citrus (Pty) Ltd, as represented by John Boyes.

Two lease agreements have been signed between the CPA and the strategic partner. The first agreement signed in October 2003 listed the various properties incorrectly and, once corrected, a second lease agreement was prepared and signed in November 2004. However, the allocated space for the minister's signature on both these documents has not been completed. (Given that the land has yet to be registered in the name of the CPA, it might be expected that the minister would be required to sign for the leasing of the land.) The absence of registered title leaves the CPA in a vulnerable position given that they are not technically the legal owners of the land but have entered into a contractual obligation regarding the lease of the land.

The annual rental fee of R1 million

In terms of the lease agreement negotiated between the strategic partner and the CPA, the strategic partner is required to pay the CPA rent of R1million per annum over a fifteen-year lease period, with an annual escalation linked to the Consumer Price Index (CPI). This income is banked by the CPA, to be used after the initial 15-year period has expired. It appears that, other than banking this income in order to accrue interest, the CPA has not developed a strategy regarding the use of this income.

Shareholding (Section 3)

The parties shall further enter into the shareholders agreement on the terms and conditions as set out in the shareholders' agreement.

The shareholders' agreement came into effect on 1 November 2003. It states that the ARDC will sell its shares in Zebediela Citrus (Pty) Ltd (the operating company) to the strategic partner, which will in turn transfer a share of the company to the CPA and the Workers' Trust. The shareholding ratio in the business of the operating company is as follows: the strategic partner (Henley Farm Properties (Pty) Ltd) – 55%, the Bjatladi CPA – 30%, and the Workers' Trust –15%.

The strategic partner is to transfer 1% of its shareholding to the claimants every year during the first five years, which will result (after five years) in the strategic partner holding a 50% share of the company, the CPA holding 35% and the Workers' Trust holding 15%. According to Clause 7.1.3 of the sale of shares agreement, 'This transfer shall be without any compensation or payment. The transfer of these shares shall not be regarded as a donation, but as part of the payment of the purchase price payable by the purchaser.'

The Settlement Agreement indicates that the strategic partner's entire shareholding shall be allocated to the CPA at the end of the current lease agreement. However, the Settlement Agreement contains two ambiguous clauses dealing with this allocation of the strategic partner's shares. Clause 3.2.1 indicates that the strategic partners shall '*transfer* its 50% shareholding to the Bjatladi CPA.' While Clause 3.2.8 states that at the end of the term of the lease agreement, the strategic partner is 'obliged to *sell* its shareholding of 50% to the CPA' [emphasis added]. The shareholders' agreement as signed by the strategic partner, the Workers' Trust, the CPA and the Limpopo Department of Agriculture, however, states the matter more clearly, 'At the expiry of the first fifteen years of this agreement, the strategic partner will sell its shares to the CPA for their proportionate value of the crop in the orchards and the book value of the movable assets at that time, and any outstanding amount owing to the strategic partner in respect of its loan' (Clause 4.3).

The Settlement Agreement (Clause 3.2.2) states that, 'the Strategic Partner shall cede 2% of all dividends in the operating company to the Moletlane Tribal (sic) Authority when such dividends are declared during the duration of the lease. Such amount shall be paid by the Strategic Partner'. The wording of various clauses dealing with this arrangement appears to be somewhat contradictory within and across key documents. It is not clear whether the words 'Such an amount shall be paid by the Strategic Partner' mean that the strategic partner is to contribute 2% of its *own* dividends (that is of its 50% share) or simply that it must ensure that such dividends from the *operating company* are paid to the 'tribal' authority. There would appear to be no legal basis for the strategic partner (as just one of the shareholders in the company) to cede dividends in the company to a party that is not itself a shareholder.

The sale of shares agreement entered into between the strategic partner, the Limpopo Department of Agriculture, the ARDC and Zebediela Citrus (Pty) Ltd brings greater clarity in Clause 7.1.7: 'The purchaser shall further be obliged and hereby undertakes to pay over to the Moletlane Tribal [sic] Authority, an amount equal to 2% of the dividends the purchaser (Henley Farm Properties – the Strategic Partner) receives from the company, within seven days of the purchaser receiving payment of any dividends.'

Both the Section 42D (signed by the minister on 14 August 2003) and the shareholders' agreement as signed on 31 October 2003 are silent about any dividends being paid to the traditional authority. However, a memorandum from the RLCC dated 30 January 2004 and signed by the CLCC on 10 February 2004, states that the Moletlane Traditional Authority is to have a *2% shareholding* in the operating company – clearly contrary to the provisions of the other documents as discussed. Rather than the strategic partner having a 55% share, as documented elsewhere, this memorandum states that the strategic partner will only have a 53% shareholding, having allocated a 2% shareholding to the traditional authority. The recording of the arrangement with the traditional (or tribal) authority is thus contradictory across a range of documents. As with the provisions for the transfer of shares discussed above, it would appear that the agreement between the CPA and the strategic partner is the definitive position, and the one that is being implemented by the parties, and that the documents prepared by the commission (the Settlement Agreement, the Section 42D and the memorandum) are either inaccurate in certain respects or have, in practice, been superseded by subsequent agreements. This opens up the possibility of legal disputes in the future regarding the provisions of the Settlement Agreement and other contractual arrangements.

The ownership and sale of shares

The clear intention of the Bjatladi Settlement Agreement is that, in the event of any change in the structure of the operating company, the position of the CPA is protected, and the CPA is accordingly given certain rights to acquire the shareholding of the other parties (that is, Henley Farm Properties and the Workers' Trust). According to the shareholders' agreement, shares in the company may only be sold according to the following:

- No shareholder is entitled to voluntarily sell its shares in the company to any other person or party other than the CPA. In the event that the CPA is unwilling or unable to purchase such shares, the DoA [Department of Agriculture] must be informed of this and be granted 30 days to intervene and endeavour to effect a transaction for the sale of the shares to the CPA. Once this time period has expired, the disposer is entitled to offer the shares for sale to the other shareholders. If the offer is not accepted by the other shareholders, and the disposer intends selling to a particular third party, it should disclose the name of the third party and the Head of the DoA has to consent in writing to the sale of the shares to this party.
- Each shareholder is obliged to lodge the share certificates in respect of its shares with the auditors of the company, in trust.

While the overall ownership structure appeared to be understood by most members of the CPA and the Workers' Trust who were interviewed, there appeared to be a lack of understanding of the precise powers (and potential benefits) of the various parties. In particular, interviewees expressed a lack of understanding regarding the tradability of shares and what happened to a member's shares in the Workers' Trust if a worker-member was dismissed or retrenched.

The provision of working capital

At the commencement of the lease agreement, it was estimated that the company required working capital of R30 million per annum. The strategic partner is required to source such capital and provide it to the company in the form of a loan. The loan is to be repaid at prime interest rate. According to the annual financial statements for the year ended 31 March 2005, the company has received loans from Henley Farm Properties, the Bjatladi CPA, the Zebediela Workers' Trust, the John Boyes Family Trust and Henley Farms (Pty) Ltd for a total amount of R5,328,976 in

2004 and R6,248,099 in 2005. In addition, R1,890,572 has been loaned to Henley Farms (Pty) Ltd, Fruit One (Pty) Ltd and Coppermoon Trading 202 (Pty) Ltd. These loans bear interest at prime rate and have no fixed terms of payment. It remains unclear as to why the CPA and the Workers' Trust are lending money to the company or what the source of these funds are.

Over time, it is envisaged that the CPA will also be able to contribute working capital to the company, thus reducing dependency on this revolving loan. The shareholders' agreement states that the CPA, 'Can participate in the funding of the running expenses of the company as soon as they have accumulated enough cash from their benefits from the scheme'. It remains unclear what other demands the CPA might face for its resources (that is, the rental and dividend income) or at what point the CPA will formally begin to fund the running expenses of the company.

The strategic partner is to provide all the necessary managerial and technical expertise to the operating company against an annual payment of a fee of 4% of the operating company's gross turnover. This fee shall be reviewed after the first five years (Clause 3.2.5 of the Settlement Agreement). The strategic partner entered into the shareholding and lease agreement on condition that it provided the necessary management expertise. Specific posts were identified as constituting this management team. There is currently, however, a difference of opinion regarding the 4% management fee. The strategic partner believes that it should be paid this 4% as a consultancy fee and that, *in addition*, the operating company is to pay the management costs – that is, the managers' salaries. The CPA indicated that they believe that the 4% fee is to be used to pay *all* management costs, including salaries of the identified posts. This matter will need to be resolved in due course.

The strategic partner is to provide training in technical and managerial matters so as to empower the members of the CPA and the Workers' Trust to be able to fill key positions in the company and continue with the operation of the company during and after the initial contractual period of fifteen years.

According to the Section 42D submission and associated memoranda (Clause 4.2.6.5 of Annexure A to the Section 42D submission), the strategic partner undertakes to build capacity amongst the employees through training and transfer of skills, to ensure that sufficient managerial and technical expertise is created during the initial period of the lease to enable members of the Bjatladi community and the workers to continue with operating the company after the initial fifteen-year period. This training programme was to be accredited by the Primary Agricultural Education Training Authority (PAETA), now the Agricultural Sector Education Training Authority (AgriSETA).

A skills development plan for the period 2003 to 2018 has been compiled (Skills Development Plan 2003–2018). According to the chair of the CPA, all parties were involved in developing the plan. The plan details the total employment of permanent and temporary/seasonal workers and outlines areas of required training and development, including learnerships, adult basic education and training (ABET) courses and skills development programmes. Numerical targets have been set in line with employment equity. In terms of the implementation of the plan, fourteen CPA members have to date been trained in plant production and ten workers have undergone horticulture training through the AgriSETA, which funded a service provider to conduct the training.

The CPA views the strategic partner and the associated management staff as having the necessary skills and that over time these skills need to be transferred to the members. An arrangement has therefore been established whereby each key position involves the training and mentoring of one CPA member. Currently the following sections have one person being mentored by the strategic partner's managerial staff:

- packhouse
- human resources
- livestock
- finance
- orchards.

When asked about the adequacy and the pace of skills transfer, the pre-settlement project officer in the RLCC said, 'After the fifteen-year period has elapsed, we need to know that the community can operate successfully. The skills transfer is in process and beneficiaries are learning, and we're hopeful that in fifteen years they can run the business on their own (Interview with Mamotshabi Ntiwane, April 2006). The training that has taken place thus far remains focused on the workforce and middle management, with little investment in the creation of top-level management being evident.

The Department of Agriculture has embarked upon a systematic training programme for the children of members of the community in the form of scholarships for studying relevant courses such as horticulture, agricultural engineering and entomology. Scholarships are also being provided to the Department of Agriculture extension officers to support the community in agricultural training and skills.

The Limpopo Department of Agriculture is to remain involved in the company to ensure that the relationship between the CPA, the workers and the strategic partner is protected for the benefits of the business and the individual shareholders of the company. Clause 1.5.7 of the shareholders' agreement expands on this by stating that, 'The role of the Department of Agriculture (Limpopo) will be to ensure that the CPA ultimately obtains all the shares in the company not held by the Zebediela Workers' Trust and that the CPA retains the company, the business of the company and the land, on which the business is operated, for future generations' .

7. Post-settlement developments, benefits and critical factors

This section sets out the main developments on the land since the Settlement Agreement, discusses the benefits to community members and identifies critical factors for post-settlement support at Bjatladi.

Developments on the land

The business plan

The CPA has not developed a business plan or a land-use plan to guide the developments on the restored land. The development of a business plan is viewed as a necessary step within the generic restitution settlement procedures. The absence of this plan points to the substitution of the community's developmental aims and needs with those of the company's and the impetus of the strategic partner in managing and directing the enterprise.

The lack of a business plan suggests that either no plan was required by financial institutions providing financial backing to the enterprise, or that this was sought from private sources which did not require such a plan.

Improvements undertaken

Since the restoration of the land to the Bjatladi community, the following improvements have been undertaken, besides the continued operations of the citrus estate:

- Boreholes and electrical equipment: Fifty new equipped boreholes were established with another fourteen having been identified. A number of new transformers were installed.
- Perimeter fence: Fifty-four kilometres of fencing has been erected. Members of the Bjatladi community are the main contractors involved in erecting the fence.
- Entrance: The entrance road has been repaired and completed.
- Pack-house: New belting for the lemon and orange lines in the pack-house were completed. Dump-tanks were fibreglassed and new sizer ropes and conveyer belts for grading were installed. General improvements were made to the pack-house and new wax applicators were fitted. Filter systems were installed in all the dams.
- Systems: A new accounting system, pack-house system upgrade, point-of-sale system and labour management system, as well as computers and software, were installed and implemented.

Current land uses and development objectives

During the settlement negotiations, it was decided that the land would not be used for the residential needs of claimants and neither would claimants have access to grazing or other land use for their own purposes. The land would essentially be used for conducting various business operations and for continuing the existing core business, that of citrus growing. The following activities are currently being undertaken on the land:

Citrus farming

The estate has 850 ha under citrus – 45% navel, 29% Valencia and 26% lemons. These farming activities were operational when the land was restored to the Bjatladi community. Work is under way to prepare the soil for planting new lemon trees. The citrus is sold locally and is also exported to Russia, Japan, South America and China.

The estate's pack-house has received international accreditation in the form of Euro-Gab and Fair Trade certification. This creates the possibility for the estate to access EU grants and could provide the estate with additional marketing opportunities.

The growing marketing and sales of produce in international markets would seem to be an indicator of success and brings with it international attention and the potential to access further finance. The South African and Chinese governments have strengthened their trade relations through the signing of a Citrus Protocol. This means that South Africa can now export its citrus produce directly to the Chinese market. 'The Citrus Protocol will result in a significant boost for the industry as well as the Bjatladi community. The direct export to China as a result of the signing of the protocol will enable an increased export quantity' (Creamer Media's *Engineering News Online*, 12 May 2006).

A key factor impacting on the success of the estate is the availability of water. According to John Boyes, managing director of the estate, 'There are about 210,000 citrus trees on the estate, each needing 80 litres of water a day. Between 15 and 17 million litres are pumped every day, 365 days of the year. Allowing for 10% evaporation and 10% transmission losses, it takes only eighteen months before all our feeding dams are dry' (Interview with Boyes, April 2006).

The worsening drought conditions in this area have led to a reduction in the number of citrus trees from 500,000 trees on 2,280 ha in 1926 to only about 210,000 trees on 851 ha today. In its heyday, the citrus orchards were watered by flood irrigation but today drip irrigation systems are used so as to conserve water. Partially due to a reduction in water availability, but also due to other factors, the annual yield decreased from 63,102 tonnes in 1974 to 11,446 tonnes in 2001. The decrease in the availability of water is forecast to continue and is likely to have a profound effect on the production of the estate.

Given that a number of the estate's water sources are located on land that is under claim by different communities, water rights and availability could in the future become a source of tension amongst communities living in the area, and should be secured as a matter of urgency.

Livestock farming

The project currently has a herd of approximately 300 cattle. There are 51 heifer calves, 41 heifers, 51 bullocks, 113 cows and 4 bulls. New watering troughs were installed and a new scale was erected. The beef is sold locally.

The livestock enterprise also cultivates Bloubuffel grass, a high-nutrient livestock feed. Besides providing fodder for the livestock on the farm, it is being baled and sold to local farmers at R15 per bale.

Dairy production

The dairy operates at a limited level. Milking is done by hand and the milk is sold locally. There are 57 dairy cows and plans are under way to breed more.

Zebediela Cash and Carry

A mini-supermarket has been established on the restored land next to a taxi rank and the R519 road that serves as one of the boundaries of the farm. Citrus from the farm is sold here, as are basic foodstuffs and products bought in bulk from wholesalers. The project is run by a group of members as a separate commercial entity. An interest-free loan of R100,000 was made to the shop by the CPA. No repayment schedule or terms have as yet been established for this loan.

Zebediela guesthouse

A group of CPA members are currently operating a guesthouse for tourists, but the terms of this arrangement have yet to be finalised with the CPA and the operating company. Given the lack of other available or competing tourist accommodation in the Zebediela area, the operation of this guest house has the potential to become a successful initiative.

The intention is to also engage in the following activities in future:

Macadamia nuts

The intention is to establish macadamia orchards as these require less water than citrus and fetch a good price on the market. The soil is currently being cleared and prepared for the planting of 400,000 macadamia trees. The intention is to package the nuts on site and distribute them through local and export markets.

Grapes, olives and mangoes

The company intends to expand the farming operations to include the growing of grapes, olives and mangoes. This expansion of the operation in still at a preliminary, feasibility stage.

Benefits, employment and profit-sharing

Primary education

The estate provides benefits to the broader claimant community in the form of a clinic and a farm school on the property. The primary school is attended by children from the community and surrounding areas. The school is situated in the citrus orchards and the intention is to move the school to a more accessible area of the farm so that the children do not have to walk through the orchards.

Healthcare

An HIV/AIDS awareness and treatment clinic has been established with the assistance of the Dutch Embassy. It services the needs of farm workers and the surrounding community. Besides responding to basic primary healthcare needs, the clinic staff also conduct HIV/AIDS training and counselling. The work being done at this clinic formed part of a case-study report presented at the Fourteenth International AIDS Conference in Barcelona during July 2002 (International AIDS Society, 2002).

Employment opportunities

Clause 7.3.5 of the sale of shares agreement states that the strategic partner 'undertakes to develop and expand the operations of the company … in such a way that it shall create further employment opportunities; and shall endeavour to bring the total number of permanent employment opportunities of the company to 500, within ten years of the agreement being in effect'. In addition, Clause 7.3.3 stipulates that no workers were to be retrenched for a period of at least twelve months.

The estate currently provides employment for 254 people on a permanent basis and for 500 on a seasonal basis. Some of the workers are members or beneficiaries of the CPA while others are not. (Interviews with the chairperson of the CPA and the chair of the Workers' Trust, April 2006).

CPA members are given preference when work opportunities become available, but if members are not interested, workers from outside may be employed. However, the needs of the business enterprise are acknowledged and if there are non-CPA members who have experience and expertise, they are considered. There is an attempt to create a 50:50 balance between CPA members and non-CPA members working in the pack-house. Workers are paid in accordance with the Sectoral Determination for Agricultural Workers. The minimum wage earned is R885. Initially workers were unionised under SAAPAWU, but now fall under FAWU.

Profit sharing

While it is acknowledged that the CPA and the joint venture have only been functioning for just over two years, there are signs that the business entity is making gains. According to Erasmus, 'Zebediela doesn't have a profit history. At best, it has a break-even history' (Interview with Erasmus, April 2006).

In the 2003-04 first year of operation under the strategic partnership, Zebediela Citrus (Pty) Ltd made a nominal profit and no dividend was paid to shareholders. In 2004-05 the company made a small loss and, as a result, no dividend could be paid.

At the time of the handover ceremony each claimant received a one-off payment of R500. These payments were drawn from the income received as rental for the lease of the land to the company. According to the chair of the CPA, claimants had indicated that they wished 'to taste democracy'. However, individual claimants who were interviewed indicated that they expected to receive such an amount each year.

Erasmus suggested that poverty levels amongst the claimant community may mean that in the event that the company shows profit, the community members are likely to want an immediate distribution of dividends to members. This demand for tangible benefits in the shorter term is likely to conflict with the stated aim of the CPA to reinvest profits in the operating company (Interview with Erasmus, April 2006).

Potential for conflict between the workers and the CPA

The shareholding arrangement and the associated payment of dividends have the potential to generate conflict amongst the various groupings in the settlement – more particularly, between the Workers' Trust and the CPA. The chair of the Workers' Trust indicated that a number of workers are dissatisfied with the fact that while they work on the project they have only a 15% share in the operating entity, while members of the CPA who might not make any direct contribution to the project are entitled to a 35% (and in the near future, 40%) share in the operation. While workers are receiving a salary in exchange for their labour power and as shareholders are entitled to receive dividends, there is a perception on their part that the shareholding structure is not equitable. However, given the somewhat arbitrary nature in which shares in the company were allocated by the ARDC – being effectively a political decision rather than based on the specific value of the contribution of the various parties – there is no 'correct' allocation, and 15% could be considered a reasonable share.

In the event that annual dividend payouts are relatively generous (an unlikely scenario at this point), the various shareholder groups may be content. In the more likely event that dividends are meagre, or non-existent, it may be expected that there will be increased pressure for a re-allocation of the existing shareholding, with the potential for an erosion of the shares currently held by the Workers' Trust. This scenario is made more likely by the provisions of the Settlement Agreement and shareholding agreement that allow for transfer of shares to the CPA, but explicitly protect the shares of the CPA from transfer to other parties.

Competition for the limited number of jobs on the estate is another potential area of conflict between CPA members and workers. Benefits from the project for the CPA are effectively limited to annual rental (guaranteed in terms of the lease agreement) and annual dividends (which may be very limited or non-existent in some years). Those revenues that do flow to the CPA will not necessarily be distributed to individual members but, according to the current plan, are likely to be either reinvested in the company or used selectively for bursaries or 'public goods' that benefit the community generally. Under these conditions, virtually the only guaranteed material benefits flowing to individuals on a regular basis are monthly wages. The CPA already has a declared policy of replacing workers who are non-members of the CPA with its own members. Given the high levels of unemployment amongst its members, there is every reason to believe that the CPA will accelerate this process as fast as labour laws and the strategic partner will allow. On the other side, workers who are retrenched are likely to lose not only their wage income but also their membership of the Workers' Trust (and the accompanying benefits, if any). The stage is clearly set for ongoing contestation between the CPA and the Trust over both shareholding and employment.

The dividend payable to the *Kgosi*

As indicated in Section 6, an agreement is in place that commits the strategic partner to pay the *Kgosi* 2% of its dividends. This arrangement was the result of the preliminary negotiations for the transfer of the land to the *Kgosi* having been arrested by the lodging of the Bjatladi claim against the Zebediela land. The ARDC and the Department of Agriculture felt beholden to provide the *Kgosi* with some form of compensation in light of the land being handed over to the Bjatladi community. This arrangement appears to be highly irregular, as the *Kgosi* himself is not a member of the claimant community and is not represented in the CPA committee. If the *Kgosi* is essential to the strategic partnership, it would appear more logical to grant him a proper shareholding. The current arrangement creates the impression that the *Kgosi* is being co-opted rather than that he is participating in a legitimate business deal. Such payments will certainly become an issue if and when dividends are paid out or the strategic partner is bought out. They are also likely to be challenged at some point by any of the beneficiary groups. The ultimate use of this income by the *Kgosi* may also become a matter of concern for community members, but no information could be obtained as to how it is likely to be used.

Profits and taxation

The ARDC assisted the CPA with making enquiries about its status regarding tax implications arising from the restructuring of the estate. The ARDC's auditors provided an opinion regarding the expected tax payable and the tax implications for members of the CPA if income is distributed to them, and the alternative arrangements that could be made in order to maximise the after-tax benefits to the community.

In summary, the CPA may qualify for approval by the South African Revenue Service (SARS) as a non-taxable entity on condition that it complies with specified requirements. However, the constitution of the CPA provides for the distribution of its assets and income to the members, and this may be problematic. The matter is still under review.

The operating company was exempted from taxation in terms of Section 10(1) (CA) (ii) of the Income Tax Act 58 of 1952 until 31 October 2003 and became liable for taxation as from 1 November 2003 (Zebediela Citrus (Pty) Ltd, Note 15 to the financial statements for the year ended 31 March 2005). According to the financial statements, no tax was paid in 2003-04 or in 2004-05, as the company did not make a profit.

Loose determination of rights

The rights of individual members within the CPA are only loosely defined, with implications for decision making and the distribution of benefits. Certain individuals within the CPA have benefited greatly from the project through securing managerial positions on the estate, but most ordinary members have yet to see any material benefit.

In summary, the flow of benefits from the settlement of the Bjatladi claim has been limited to annual rental accruing to the CPA, and wage income for those employed on the estate. Additional income from the operation of the commercial company, in the form of dividends, is an essential part of the 'promise' of this restitution settlement, but has not materialised to date.

8. The provision of post-settlement support

Post-settlement support in the case of Bjatladi-Zebediela has essentially been provided through the involvement of the strategic partner, and to a lesser extent by the RLCC and the Department of Agriculture. The support given by these agents is crucial for the management and sustainability of the estate. Less emphasis has been placed on encouraging other institutions, such as the local municipality (Lepelle Nkumpi) or the Department of Water Affairs and Forestry, to become involved or to provide additional support as required.

Given that the farm has essentially continued to operate a previously existing business operation without major changes in production or personnel, and that the community has not been able to access the land for other purposes, post-settlement support has been relatively specific and narrow in its scope, that is, supporting the sustainability of the business enterprise. The other developmental needs which claimants may have are not included in the scope of the various agreements and are not being actively addressed by the CPA or other role players. Thus, the settlement of the Bjatladi claim has been seen by most stakeholders as consisting primarily of the continued operation of the citrus estate, with benefits being shared in terms of rental income, share dividends and employment opportunities, and post-settlement support has focused on these aspects. The needs of individual community members are intended to be met indirectly, through the distribution of income accruing to the CPA and the Workers' Trust, but the question of distribution of benefits to members has received little attention to date and appears not to have been a focus of post-settlement support.

The role of the strategic partner

The strategic partner (Henley Farm Properties) is required to execute a number of specified tasks, of which the most important are managing the company for the period of the lease agreement, overseeing the day-to-day operations of the citrus estate, and providing working capital to the company. Access to working capital is critically important as the Settlement Agreement prohibits the new landowners from bonding their land to secure capital, and the grant allocations to the CPA are insufficient to operate the business enterprise. Furthermore, the strategic partner must ensure that the skills development programme is implemented so as to ensure that sufficient managerial and technical expertise is created to enable members and workers to continue with the operation once the lease has expired.

The fact that Boyes, the managing director, was already involved in managing production on the estate for the ARDC prior to the estate being restored to the community is a major advantage. At the time that the land was restored, the strategic partner was thus already on board and had a working knowledge of the farm, its infrastructure and operations. Equally important, the workers, and some of the community members and the Department of Agriculture were already familiar with Boyes and his management team, thus obviating the need for a period of acclimatisation.

Henley Farm Properties brings with it expertise and experience in terms of both technical operations and knowledge of the citrus sector. The management team has a history in the sector and has a detailed knowledge of farming citrus in the area, including key aspects such as climatic impacts on citrus, water requirements, access to the necessary networks and credit with suppliers. Boyes has an understanding of how both the local and export markets operate and is part of an existing network of citrus growers.

Judging by the comments of the CPA committee members and the chair of the Workers' Trust, and the evidence of improvements in the infrastructure and the running of the farming operation from the time that it was administered by the ARDC, it is evident that the strategic partner is effective in its role.

While the skills development programme is in place and trainee posts have been created, it would seem that the emphasis of the strategic partnership is on *management* rather than on *mentoring*. However, systems are in place to accommodate this aspect in the years ahead.

Involvement of the RLCC in post-settlement support

Having accompanied the CPA to the point of the Settlement Agreement being signed and the structures and mechanisms established, the RLCC has now assumed a largely administrative role, confined to functions such as the release of grant funding, checking that reports are submitted, resolving disputes and recording new members of the CPA. It would seem that it is not playing a direct role in the ongoing development of the restored land or in the provision of wider development assistance to the beneficiaries.

Monitoring

The Bjatladi CPA is required by the RLCC to submit annual progress reports, which account for the operation of the estate and are required for the release of grant funding. These are reviewed to enable the commission and other role players to identify problems and provide the necessary support where it is required.

Unrestored claimed land

The CPA raised a concern regarding the outstanding portions of their claim that have not been settled. These include the township area and the privately held land within the claim's boundary. Members are frustrated by the delays in this regard and require the involvement and support of the RLCC in finalising the settlement and transfer of this land. While it would appear that the bulk of the community's claim has been settled, they do not have a clear sense of how or when the remaining portions will be resolved. This must impact negatively on their ongoing development planning.

Involvement of the Limpopo Department of Agriculture

The Department of Agriculture in Limpopo province has a Restitution Systems and Support Unit, which is dedicated to providing support to restitution claimants. The existence of this unit has played a key role in providing ongoing support during the settlement and post-settlement phases of the Bjatladi claim. In addition, the Department of Agriculture has seconded fifteen officials to the RLCC to assist in finalising land claims.

The Department of Agriculture plays an ongoing role as a director on the Board. According to Erasmus, 'The department's watchdog function will stay for the whole fifteen years' (Interview with Erasmus, April 2006). Its role is to ensure that the interests of the CPA are protected. As a director, it plays a largely advisory role, but it is also integrally involved in many of the decision-making processes.

The Department of Agriculture has assisted with training in agricultural skills and provides scholarships for members and their children. The department, through the AgriSETA, supports capacity-building projects aimed at equipping members and workers of the estate. Skills training and skills transfer thus takes place through these programmes.

The provincial Department of Agriculture has seconded an extension officer (who is also a member of the Bjatladi community and the chairperson of the CPA) to Zebediela in order to provide extension assistance. The department has also sought additional specialised support for Zebediela through agencies such as the Sub-tropical Fruit Institute of the Agricultural Research Centre (ARC).

Local government

Neither the Capricorn District Municipality nor the Lepelle Nkumpi Local Municipality has been directly involved with the land claim or the provision of post-settlement support. Given that the township portion has not been handed over to the municipality and is still owned by the state, the municipality does not have a direct role to play in providing support or services to the community or the estate. Currently, the strategic partner provides services (sewage disposal, water and electricity) to the estate and the township portion.

The Capricorn District Municipality's integrated development plan (IDP) outlines only the most general statements in support of rural development, land reform and environmental management, including only passing reference to land reform and Zebediela.

The IDP's analysis of capital investment for the Capricorn District refers to Zebediela (rather inappropriately) as part of the 'revitalisation of small-holder irrigation schemes' and locates it within the jurisdiction of the Department of Agriculture as the implementing agent.

The Limpopo Growth and Development Strategy (LGDS) of 2005 does not refer specifically to the Zebediela area but links the development of the fruit and vegetable potential of a number of districts with public sector interventions, skills development of emerging farmers, and land reform processes (Limpopo Growth and Development Strategy 2005:38). While programmes such as the LGDS have general applicability to land reform, there is no evidence that they are providing any specific support to Zebediela or other land reform projects in the province.

9. The strategic partnership as a post-settlement support model

The keystone of the post-settlement phase of the Bjatladi claim is the agreement between all parties in the partnership to maintain the estate's existing commercial operations. The nature of the terms and conditions which underpin the relationship between the CPA and the strategic partner are therefore of critical importance for the long-term sustainability of the estate and its impact on the livelihoods of the members of the community. The Bjatladi claim thus offers lessons regarding the applicability of strategic partnership options for other land claims. This section of the report highlights some of these.

Replicability of the strategic partnership model

Each restitution claim and its associated settlement arrangements is unique, so it is essential that the unique characteristics of the Bjatladi claim and its settlement are carefully considered before attempting to generalise this experience. Some of the unique features of the Bjatladi settlement are considered next.

The specific historical conjuncture and the nature of the asset

The land that was claimed and restored was owned by the state and was managed by the ARDC, a company 100% owned by the provincial Department of Agriculture. Thus, the Bjatladi case represents not simply the settlement of a restitution claim, or the restoration of claimed land, but the handover of a large, operational, state-owned company. The claim on the land was lodged at a particular historical conjuncture when the state wished to shed its failing or unproductive assets. Prior to the claim being lodged, the state had already initiated a process of seeking alternative owners for this company and for the land. It could be said that the timing of the claim was convenient to all parties.

Given this set of circumstances, the ARDC was in a position to transfer a large proportion of its shares to the CPA and Workers' Trust for free and to sell the majority shareholding to the strategic partner very cheaply, thereby shedding its burden of a farm running at a loss and handing over responsibility for its management. In this instance, the state was not required to buy the company to enable the CPA to continue the farming operation, neither did it have to get rid of an existing operator and set up a new one as the agent that would become the strategic partner was already fully involved. This allowed for a great deal of continuity between the previous arrangement and the advent of the CPA and its partnership with the strategic partner. The existing company, Zebediela Citrus (Pty) Ltd, received a massive transfer of funds via the CPA and the strategic partner, and continued to operate on a much-improved footing. The long-standing knowledge of the estate within ARDC (and later the Department of Agriculture) also meant that the government was well-informed about the operation of the company and the challenges facing it, and could thus play a proactive and positive role during and after the handover. This scenario might have been very different had the land belonged to a private landowner, or if the operator of the business enterprise had exited at the point of settlement.

The particular characteristics of the strategic partner

The presence of the strategic partner in the form of Henley Farm Properties and John Boyes is central to the success of the estate. Henley and Boyes have extensive networks in the citrus sector and commodities market, both locally and internationally. Very importantly, Boyes had already been engaged by the ARDC on a contract to harvest citrus and administer the property prior to the claim having been lodged. He therefore had a working knowledge of the farm and a relationship with the workers and the community by the time the CPA was awarded the land and entered into the strategic partnership.

The ability of Henley and Boyes to raise working capital for the estate enables the operating company to function and for the CPA to initially be less responsible for sourcing funds from elsewhere.

The continuity of the farming operations and implications for labour

One of the unique features of this claim is the degree of continuity between the previous farming operations and those under the CPA as the new owner of the land. Besides the utilisation of the existing operating company, there is continuity in the labour on the farm. The existing workforce was retained, many workers became members of the Workers' Trust and some are also members of the CPA. The knowledge base located in the workforce regarding the farm's operations and infrastructure was retained and could be built upon. The retention of this labour force and its inclusion in the business entity encouraged buy-in from the workers and created a vested interest in the success of the farm.

Potential weaknesses of the strategic partnership model

While the model and structuring of the Bjatladi partnership may have key lessons for other similar claims, it cannot simply be replicated, and will require a significant re-engineering of the model adopted at Bjatladi. A number of weaknesses in the Bjatladi model can be identified that will require particular attention in future applications of the strategic partner model.

At the outset, the terms of the settlement of the Bjatladi claim stipulate that the land award was premised on the operations of the existing business enterprise being continued. This arrangement precluded other discussions regarding alternative land uses or the wider land needs of the community. Choosing the option of continuing an existing commercial option created one set of possibilities for people in the community; the choice of another model may have created a different set of possibilities and yielded different sorts of benefits. The choices made implied that certain strata in the community would benefit while others might be excluded.

The question needs to be posed as to what the best options might be for communities faced with the take-over of a high-value commercial operation. It would be important to first assess the community profile, the skills base and level of expertise of the community, and the community's intended use of the land, amongst other factors.

As far as possible, the land use rights and the rules governing these should be determined during the options, initial planning and settlement process. However, the potential to explore other land use options will depend on the nature of the relationship between the strategic partnership and the legal entity as the representative of the community, and calls for a degree of flexibility. For example, if the key operational requirements are being met, is there scope for the community to access margins of land to be used for other purposes? In many instances where strategic partnerships have been entered into, an 'all-or-nothing' arrangement has meant that the community has little room to manoeuvre or to access land for other purposes. In some cases, entering into a strategic partnership that entitles the partner to solely determine the land use may result in lost opportunities and the exclusion of some sectors of the community.

10. Conclusions

This report has examined the case of the Bjatladi community claim from a number of angles and has attempted to draw lessons for other claimants who may be considering the strategic partnership approach. The key findings emerging from this study can be summarised as follows:

- The Bjatladi claim can be considered a relatively successful restitution project in that a sizeable area of land has been restored to its rightful owners, the commercial operations on the land have been maintained and greatly improved, and a flow of benefits is set to potentially flow to both community members and workers. This clearly has benefits for the direct participants and for the wider economy. The benefits for the wider claimant community, however, remain uncertain.

- The Bjatladi claim was favoured by a unique set of circumstances, most notably the large scale of the existing citrus estate, the willingness of the state to transfer the business operation to the claimants (and others) at little or no cost and to provide substantial capital grants, and the prior presence of a private operator who was in a position to enter a strategic partnership with the claimants and the workers.

- Post-settlement support at Bjatladi relies almost exclusively on the arrangement between the CPA, Workers' Trust and the strategic partner, along with financial and administrative support from the RLCC and the provincial Department of Agriculture. While agreement certainly has its advantages, it has also meant that other potentially important role players, notably local government and the Department of Water Affairs and Forestry, have not been included or have not defined a role for themselves in the provision of post-settlement support.

- The Settlement Agreement and subsequent developments at Bjatladi have focused narrowly on the citrus estate and the related activities, all of which fall under the effective control of the strategic partner. As a result, little or no attention has been paid to the wider land needs of the community, such as land for housing and for small-scale food production. There would appear to be opportunities for ancillary activities on the margins of the estate that would not necessarily have to fall within the ambit of the strategic partnership, but these have not been explored to date. It is important to consider whether grouping all activities under the strategic partnership is the optimal solution for all parties, and whether additional activities, which do not interfere with the running of the estate, could be pursued by CPA members without necessarily involving the strategic partner.

- The flow of benefits has been limited to annual rental accruing to the CPA, and wage income for those employed on the estate.[6] Additional income from the operation of the commercial company, in the form of dividends, is an essential part of the 'promise' of this restitution settlement but has not materialised to date. Certain individuals within the CPA have benefited greatly from the project through securing managerial positions on the estate, but most ordinary members have yet to see any material benefit.

- Significant new employment opportunities have also not been created to date. It is therefore important that the actual value and range of benefits accruing to members be continually assessed, relative to the implied promise of the restitution settlement, the scale of public investment in the project and the benefits accruing to the strategic partner. Specific interventions may be required (by the RLCC or others) to assist the CPA to develop income-generating activities that go beyond the core business of the Zebediela Estate and the agreement with the strategic partner.

- The rights of individual members within the CPA are only loosely defined, with implications for democratic decision-making and distribution of benefits. It is not clear how effective the CPA has been in encouraging debate amongst its membership around their future involvement in the project or the future distribution of rental and dividend income. The assumption that CPA income will be reinvested in the company, and not be distributed to individual members, has the appearance of an 'official' position (presumably supported by the RLCC, the Department of Agriculture and the strategic

[6] The strategic partner has also, of course, benefited from the annual management fee (4% of revenue, regardless of profit or loss) and from interest earned on capital invested in the company, but the strategic partner cannot strictly be considered a land reform beneficiary.

partner), but long-term sustainability of the project will depend on effective buy-in from the mass of the membership. There is a potential role for the RLCC (and possibly the Department of Agriculture or external NGOs) in stimulating informed discussion around supplementary economic activities and alternative uses of revenue amongst CPA members.

- The lack of a clear definition of the roles of CPA members may have the potential to generate confusion or tensions. Some CPA committee members are employed by the company in management positions, while at the same time being required to champion the interests of the broader community. The potential exists for conflicts of interest to arise. In some instances, the temptation may exist to emphasise the interests of the management over and above those of the broader claimant group.

- Potential exists for competition around employment, both between the existing workforce and the CPA and amongst CPA members competing for jobs as vacancies arise. The suggestion that net employment on the estate can be virtually doubled appears particularly misleading. The Limpopo Department of Agriculture (as a member of the Board) and the RLCC (as overall facilitators of the project) should play a role in safeguarding the jobs of current workers and mediating demands for large-scale replacement of workers or expansion of the workforce to unsustainable levels. A regular flow of benefits for CPA members and the development of alternative economic opportunities will be essential in maintaining an equitable balance between employees and the wider community.

- The arrangement for payment to the *Kgosi* is of concern for a number of reasons. First, it is not clear why the *Kgosi* is being paid at all, as he is not a member of the claimant community. Second, it is not clear why the payment should come specifically from the strategic partner (as opposed to the company, or even the CPA). Third, the payment is based on a share of dividend income, which has not materialised to date and will certainly fluctuate from year to year. This creates much potential for disappointment and disagreement. Fourth, it is not clear what the *Kgosi* intends to do with the income, or whether there is an obligation to share it with the wider community. It is in the interest of all parties that this matter be clarified at an early date.

- The lack of clarity and consistency in the content of key documents has the potential to generate tensions in future. It appears that while there is progress regarding the implementation of a number of the key elements of the Settlement Agreement, a number of the clauses contained in this agreement and the Section 42D submission (as well as others contained in associated documents and records) are somewhat ambiguous or contradictory. This may in future lead to confusion and tensions regarding the status and conditions of the various relationships between the parties involved. The manner in which the terms of agreements are documented and defined and the way in which rights are vested are thus critical to optimising the facilitation of post-settlement development and support provision.

- While the arrangement between stakeholders appears relatively stable at present, it can be expected to change considerably over time and needs to be carefully managed. Among the potentially destabilising factors are tensions between the CPA and the strategic partner over the distribution of benefits (especially dividends, if these remain low), demands for the replacement of current workers with CPA members, over-dependency on the strategic partner for inputs and marketing services, and changing priorities of both the strategic partner and the CPA as the deadline for the handover of equity approaches. The CPA, in particular, will require ongoing support to develop its own strategic vision, and cannot rely exclusively on the current strategic partner, with whom it is in a commercial relationship, for advice as to its own long-term interests. This suggests a continuing role for the RLCC and the Department of Agriculture in the provision of technical and facilitation services, possibly including the introduction of external service providers to supply specialist advice to the CPA.

11. Source documents

Key primary source documents

Bjatladi CPA. Progress reports: 1 November 2003–31 July 2004; 1 August 2004–28 February 2005; 1 March 2005 –31 August 2005. (As found in the RLCC Bjatladi Project file.)

Claimants verification of the Bjatladi community – Farm Zebediela 101 KS. (As found in the RLCC Project file.)

Commission on the Restitution of Land Rights (CRLR): Limpopo province. 2003. Memorandum: Submission in terms of Section 42D for finalising the matter of the Bjatladi community concerning the farm Zebediela 101 KS, in the Municipal district of Capricorn, Limpopo province. (Marked as Annexure A in the original). (As found in the RLCC Bjatladi Project file.)

Erasmus, C.M. 2005. Limpopo Department of Agriculture: Land reform at Zebediela (PowerPoint presentation). Department of Agriculture. July.

Sale of shares agreement between ARDC, Henley Farm Properties and Zebediela Citrus (Pty) Ltd. 31 October 2003. (As found in the RLCC Bjatladi Project file.)

Settlement Agreement in terms of Section 42D of the Restitution of Land Rights Act (No. 22 of 1994, as amended). Made and entered into by and between RLCC: Limpopo, Bjatladi CPA, Henley Farm Properties, Department of Agriculture: Limpopo, ARDC and Zebediela Citrus Workers' Trust. 27 September 2003. (As found in the RLCC Bjatladi Project file.)

Shareholders' agreement entered into between Henley Farm Properties, Zebediela Workers' Trust, Bjatladi CPA and Department of Agriculture: Limpopo. 31 October 2003. (As found in the RLCC Bjatladi Project file.)

Skills development plan 2003 to 2018 for Zebediela Citrus Estate (Pty) Ltd. (As found in the RLCC Bjatladi Project file.)

The Bjatladi CPA Constitution – Establishing the Bjatladi Communal Property Association. 1 June 2003. (As found in the RLCC Bjatladi Project file.)

Title Deed:T30174/89 for land on which Zebediela Cash and carry is located. (As found in the RLCC Bjatladi Project file.)

Transfer of funds agreement between the RLCC: Limpopo and Zebediela Citrus (Pty) Ltd and the Bjatladi CPA. 12 February 2004. (As found in the RLCC Bjatladi Project file.)

Two lease agreements between the Bjatladi CPA and Zebediela Citrus (Pty) Ltd. (Dated 31 October 2003 and 24 November 2004.) (As found in the RLCC Bjatladi Project file.)

Trust deed of the Zebediela Workers' Trust made and entered into by and between Hendrick Azwidihwi Masikhwa for the Department of Agriculture: Limpopo and seven listed trustees. 4 September 2003. (As found in the RLCC Bjatladi Project file.)

Zebediela Citrus (Pty) Ltd. Report of the directors as attached to the annual financial statements for year ended 31 March 2005. (As found in the RLCC Bjatladi Project file.)

Correspondence

ARDC to Chief Financial Officer, DLA. Re: Restructuring of Zebediela estate. 11 November 2003. (As found in the RLCC Bjatladi Project file.)

Bjatladi CPA. Audited training skill needs/Community human assets mapping (skills audit). (As found in the RLCC Bjatladi Project file.)

Bjatladi CPA to the RLCC: Limpopo. Re: Zebediela 101 KS privately owned portion 838 Zebediela Agricultural Holdings in extent 3.736 ha. 5 April 2004. (As found in the RLCC Bjatladi Project file.)

Bjatladi CPA to Tladi and Associates. Re: Submission of letters from Mamaropola and Ike Kekana. 3 January 2006. (As found in the RLCC Bjatladi Project file.)

Zebediela Citrus (Pty) Ltd to RLCC: Limpopo. Signed by Boyes. Re: Clarification of settlement grant. 2003. (As found in the RLCC Bjatladi Project file.)

MSA Projects to the Secretary, Bjatladi CPA. Re: Application for a prospecting application on various portions of the Farm Zebediela 101 KS, Mokopane District. 23 January 2004. (As found in the RLCC Bjatladi Project file.)

RLCC: Limpopo to Tozi Gwanya, Chief Land Claims Commissioner. Request to release remaining funds

approved in the Bjatladi claim to the operating company. Polokwane, Limpopo. 10 February 2004. (As found in the RLCC Bjatladi Project file.)

RLCC: Limpopo to Daphne Matloa, Chief Director: Restitution and Tozi Gwanya, Chief Land Claims Commissioner. Re: Request to transfer remaining funds approved in the Bjatladi claim to the operating company: Zebediela Citrus (Pty) Ltd. Polokwane, Limpopo. 19 August 2005. (As found in the RLCC Bjatladi Project file.)

RLCC: Limpopo to the Director, Public Land Support Services, DLA. Re: Vesting and disposal of the farm Zebediela 101 KS in favour of the Bjatladi Community. Polokwane, Limpopo. 10 April 2006. (As found in the RLCC Bjatladi Project file.)

Secondary sources

Acocks, J.P.H. 1998. *Veld Types of South Africa.* Pretoria: Botanical Research Institute.

Callinicos, L. 1982. *A people's history of South Africa: Volume One: Gold and Workers 1886–1924*. Johannesburg: Ravan Press.

CitrusSA. 2004. *Hard work pays off at Zebediela Citrus Estate.* 25 March 2004. http://www.citrusSa.co.za

City Press. 2006. The promised land faces a rocky future. April.

Creamer Media's Engineering News Online. 2006. South Africa and China strengthen trade partnership. 12 May. www.engineeringnews.co.za

Council for Scientific and Industrial Research. 2005. *A review of communal property institutions*. Unpublished report, April.

Delius, P. 1983. *The land belongs to us: The Pedi polity, the Boers and the British in the 19th century Transvaal.* Johannesburg: Ravan Press.

Diako, B., Weideman, M., Nkambule, V. and Wildschutt, A. 2005. *Assessment of the status quo of settled land restitution claims with a developmental component nationally.* Johannesburg: Community Agency for Social Enquiry (CASE).

Farmers' Weekly. 2004. Zebediela: Scandal or success? 30 April.

Fourie, R. 2004. Red China gallops to the rescue of giant Zebediela citrus estate. *Beeld*. 30 June. http://www.news24.com/Beeld/Suid-Afrika/0,,3-975_1550783,00.html

Hargreaves, S. and Eveleth, A. 2003. The Land Restitution Programme: Advancing real reform or delaying it? *Development Update – Piecemeal reforms and calls for action: Land reform in South Africa*, 4(2).

International AIDS Society. 2002. Calibrating *HIV/AIDS programs within the broader poverty reduction framework: A case study on an HIV/AIDS project development initiative in Zebediela Citrus Estates, Northern Province, South Africa*. Presented at the 14th International AIDS Conference, Barcelona, Spain, 7–12 July.

Kirsten, J. 1996. The potential for creating additional rural livelihoods in agriculture and the rural non-farm sector in semi-arid areas: A case study of the Northern Province; in *Land, labour and livelihoods in rural South Africa* edited by Lipton, Ellis and Lipton. Volume Two. Indicator Press.

Limpopo Province. 2006. *Capricorn District Municipality Reviewed IDP 2005/2006*. http://www.limpopo-dlgh.gov.za/Legisl_docs

Limpopo Province. 2005. *Limpopo growth and development strategy (LGDS) 2005*. http://www.limpopo-dlgh.gov.za/Legisl_docs/strategic_plan/limpopo_growth_and_development_strategy.pdf

Matlala, M. and Shaker, M. 2003. *Restructuring of state assets in the Limpopo Department of Agriculture and its Agriculture and Rural Development Corporation – A case study of Zebediela Citrus Estate.* Second Service Delivery Learning Academy Conference, Durban, South Africa. 9–11 July.

Maylam, P. 1986. *A history of the African people of South Africa: From the early iron age to the 1970s*. Cape Town: David Philip.

Monama, M. 2006. Casualties of land reform. *City Press,* 7 May.

Municipal Demarcations Board. 2003. *Assessment of municipal powers and functions. Limpopo province provincial report*. May. http://www.demarcation.org.za/documents/powers/2003Aug12_2/LP_Prov_Report_2.pdf

Schneider, M. *Strategic partner model for commercial farming shows promising results.* 22 October. http://free.financialmail.co.za/04/1022/business/abus.htm

Sonjica, T.K. 2003. Zebediela settlement provides shareholding for workers. *Land News,* 4.

Maps

- 1:50:000 Map indicating the description and boundaries of the restored land.
- 1:250 000 Map showing the restored land area within the municipal boundaries.
- Electronic map of the farm boundary and key production landmarks.

Photographs

- 1:10 000 ortho-photos of the Zebediela Citrus Estate (First edition 1981).
- Digital photographs of key project features.

12. Key informants

Chair of the Bjatladi Communal Property Association: Frans Tlolane.

Chair of the Workers' Trust: Johannes Aphane.

Bjatladi Human Resources Manager and Treasurer of Workers' Trust: Frans Ledwaba.

Director of Henley Farm Properties (Pty) Ltd: John Boyes.

RLCC: Limpopo Project Officer for Bjatladi: Tshinetisa Moila.

Limpopo Department of Agriculture, Senior Manager: Restitution Systems and Support Unit: C.M. Erasmus.

RLCC: Pre-settlement Project Officer: Mamotshabi Ntiwane.

RLCC Administrator: Adolphina Teffo.

Manager of Zebediela Cash and Carry, Bjatladi CPA committee member and Board member: Daniel Tswane.

Supervisor of Zebediela Cash and Carry and beneficiary: Lorraine Mogotlane.

Merchandiser for Zebediela Cash and Carry, CPA committee member and beneficiary: Dorcas Themane.

General Manager of Zebediela Cash and Carry and CPA claimant/member: Rossett Mabuso.

Interviewed, but their identities have been kept confidential at their request.

13. Contact details of key local role players

Bjatladi community	
Mr Frans Tlolane (Chair of the Bjatladi CPA)	0762151192
Mr Johannes Aphane (Chair of the Workers' Trust)	0762345675
Strategic Partner	
Mr John Boyes (Director of Henley Farm Properties (Pty) Ltd and Managing Director of Zebediela Citrus (Pty) Ltd)	015 642 3101 or 0836269928
RLCC: Limpopo	
Mr Branceley Shilote (RLCC: Limpopo Head of Post-settlement Support Unit)	015 2870800 or 015 293 4300
Mr Tshinetisa Moila (RLCC: Limpopo Project Officer for Bjatladi)	0828276179
Limpopo Department of Agriculture	
Mr C.M. Erasmus (Senior Manager: Restitution Systems and Support Unit)	015 295 7090 or 0828091492