

The land is our life . . .

labour tenants' struggle for land rights



Gannahoek labour tenants at a meeting with AFRA think about what to do after being threatened with eviction.

A FRA's work with labour tenant communities has focused on the districts of Weenen, Colenso, Vryheid and Richmond, where we have been assisting these communities to build local and district rural tenant and farmworker associations. We have also helped communities in negotiations around security of tenure - an extremely thorny issue. These case studies show some of the problems labour tenants face in their struggle for security of tenure.

Cromley Bank

NOT too long ago accusations and fear choked the air of life at Cromley Bank, a farm in

Colenso. Six labour tenant families, four of whom had lived on the farm for many generations, alleged that the new legal owner, Mr ADL Mason had assaulted them. Mfana Zungu, one of the labour tenants Mr Mason found on the farm when he moved in, explained his family's long association with the land. "I was born during World War 2 and grew up on the farm," he said in a statement to AFRA. "My parents and grandparents also lived on the same farm. My father told me that his father told him that they were on the land before the white men arrived. When they arrived, my grandparents were asked to work for them for

permission to stay on the farm. They got permission from a certain Mr Bloy, who alleged that he was the owner of the farm at that time.

"I started working on the farm when I was a young boy. My job was to help in the fields during planting, herding cattle, helping during fencing and doing other jobs for farmworkers. When I was working for Mr Bloy, I worked for a period of six months per year on his farm and undertook short term migrant work during the other six months - in Colenso and Johannesburg. At the end of the six months, I would return to work on the farm. At the end of the six month contract I was paid R4. I was

appointed 'induna' of the farm from 1967 to 1990. I have been paid R50 a month and a bag of mielies.

"Mr Bloy left the farm in November 1990. Before he left, he relocated our families onto another piece of land on the same farm which he said was our land where we will live peacefully without being disturbed or evicted. Although we first resisted to be relocated, we agreed to relocate after being given an assurance that we would still get access to the graves of our ancestors and also Bloy begged us saying he needed to sell that land as he was in heavy debt. Fencing was put up to divide our land from that which Mr Bloy wanted to sell. We were responsible for rebuilding our homes without Mr Bloy's assistance. Mason arrived on the farm in November 1990. He asked of us to show cooperation by working for him. He paid in kind (bag of mielies) and R100 at the end of the month. I stopped working on December 16 1991. I stopped because I feared Mason who had assaulted me and continued to make threats of assault."

Mr Mason, in turn, accused the tenant families of threatening the lives of his family and farmworkers and alleged that they had culled an elephant on the farm. In January this year, he issued eviction notices to all six families staying on the farm.

This was the turning point in relations on the farm. Helped by AFRA and a lawyer, the families

and Mr Mason entered into negotiations to try to reach a settlement with which all parties could live. An amicable agreement, granting the families security of tenure, was signed in April 1992 and came into effect from May this year.

The main points in the agreement are that:

- Mr Mason, the legal owner of the farm, agrees to lease the families 60 hectares on the farm for grazing and residential purposes
- the families will pay rent of R30 per family a month with effect from May 1 1992.
- they will be able to keep among themselves 12 head of cattle. A calf younger than 9 months shall not be seen as a head of cattle. They will not be allowed to keep any sheep, goats or pigs, but can bring goats onto the land for ceremonial purposes.
- the parties to the agreement undertake not to assault or threaten to assault one another or their families
- the families agree to work for owner on a full time or part time basis.
- rights which the families have in terms of the agreement will be not be extended to family members who don't live on the farm at present, except for the extension of families through normal births and upon death to the successor in title of the deceased.

Gannahoek

WHEN the land, today known as Gannahoek, was granted to the first white owner in 1854 the new legal owners found a community already living there. The people continued to live on the land after the McFie family bought the farm in 1894. From 1894 to 1990 these families, who had lived on the land for generations, worked on the McFie's commercial farm in another district, while continuing to live on the land, now named Gannahoek.

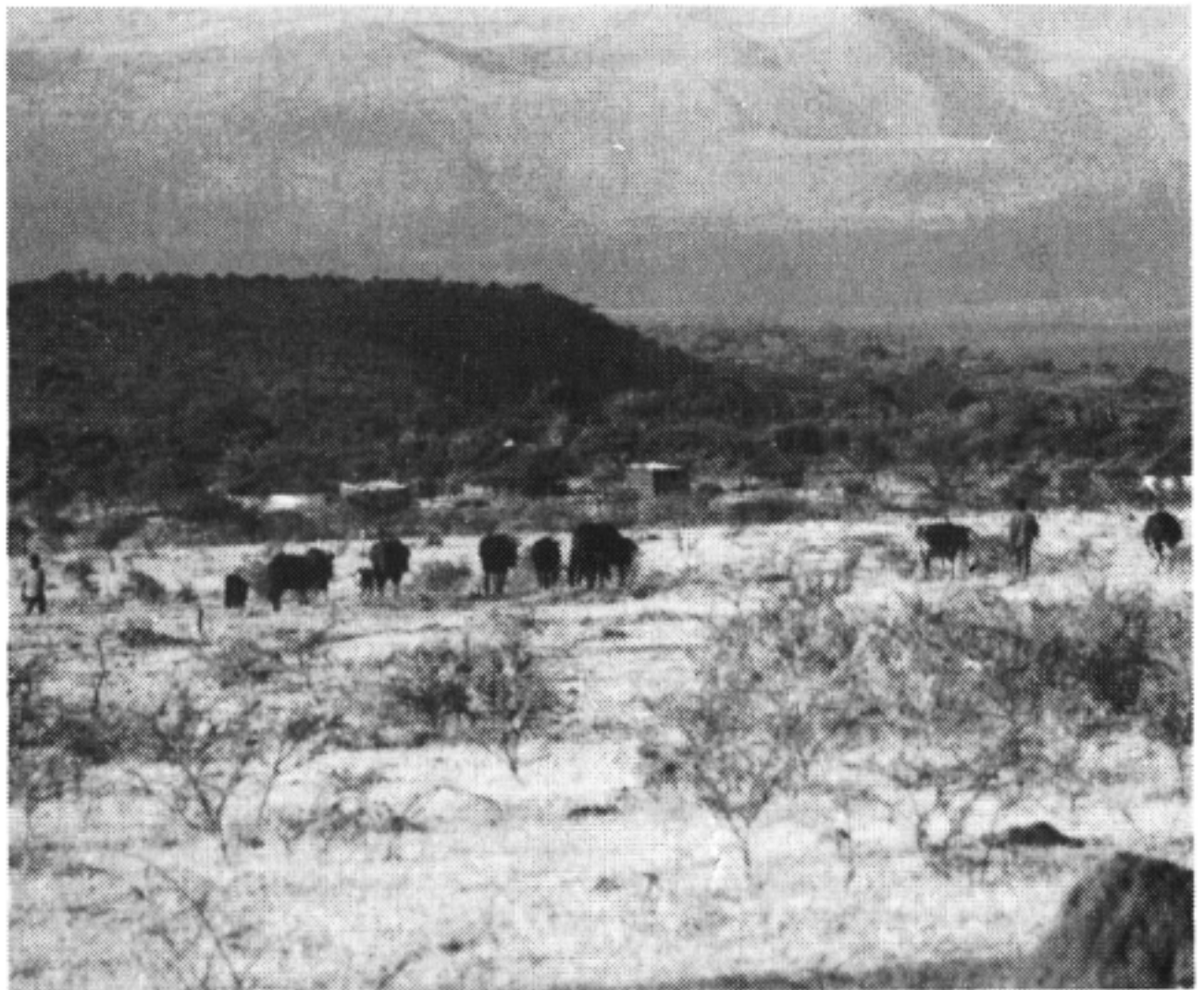
In January 1990, Mr D McFie told the families at Gannahoek that he was selling the farm. The families assumed that their land rights would continue under the new owner. But the new owner, Performance Farming Enterprises (Pty) Ltd (PFE), believing the land was uninhabited, wanted to start a game farm and rejected the families' offer of labour. PFE issued eviction notices, giving the families three months to leave the farm. The families refused, saying they had a right to live on the land since their ancestors had lived there long before any whites appeared.

PFE prosecuted the family heads, but eventually, in August 1991, agreed to negotiate. Essentially, negotiations have resulted in an offer from PFE that the community buy a portion of the farm. These negotiations are still continuing.

Mooibank (Mondi Forestry Division)

The farm Mooibank is near Louwsberg in Vryheid. The 16 remaining families on the farm have lived there all their lives. Before the farm was sold to Mondi Forests, a division of Mondi Paper, it was owned by a Mr Reginald Niebuhr, who now lives in Paulpietersburg. The families living on the farm worked for the owner on a contract basis of one year per family member. If a family did not have many members, then the member who worked for one year would have the next year off. All the families have livestock and each family has between seven to 37 cattle. The previous owner allowed them to plough and keep cattle.

In August 1990, all the families were given notice to remove their livestock from the farm before the end of October 1990. They were also told that their homesteads would be moved to another part of the farm and they were told not to plough. The families looked for help from a local chief who sent them to the Inkatha office in Vryheid. After this, several meetings took place between Mondi, the families, KwaZulu representatives and the United Workers Union of South Africa (UWUSA). The families now claim that UWUSA unilaterally entered into agreements with Mondi on their behalf. These agreements involved the families moving to another farm some distance away from Mooibank. Some families did move to this area, but



A typical Weenen farm scene.

others refused. They said they would not move to a place there they could not keep livestock or plough their crops.

In 1992 Mondi Forests impounded the remaining families' cattle and gave them notice to leave the farm by May 5 1992. The families had cut ties with UWUSA and approached a local Vryheid lawyer for assistance. This lawyer approached AFRA to help reopen negotiations with Mondi. Mondi have now reopened negotiations and have undertaken not to proceed with further action pending the outcome of the negotiations.

At a meeting between Mondi, the families, AFRA and its lawyer on June 9, the parties agreed to explore options which would satisfy the needs of all those directly affected. A further meeting has been set to begin seriously addressing some of these options.

Ncunjane (Weenen)

AN agreement between a Weenen landowner and labour tenant families has hit trouble, less than a year after it was signed. Talks to get the agreement back on track are continuing and it is hoped that matters will be settled. Weenen has been a site of ongoing struggles for land and resources. The agreement reached between the people of Ncunjane and Mr Channing could serve as a beacon of hope in the troubled area. But the agreement itself, teetering on the brink of collapse, came at the end of a bitter and vicious struggle...

Ncunjane is made up of two farms called Ashton Lodge and Vernier. These were two labour farms. Ashton Lodge was registered in the name of Mr Gebers and Vernier was registered in the names of Gebers and his brother-in-law, Seele. The farms had been in

the family's names for years and it was said that Seele's grandparents were given the farm as a wedding gift.

Both owners got their labour from the labour farms until 1987. At this time, they tried to sell the land but seemed unable to do so because of the labour tenants living there and using the land. There were about 22 or more families living at Ncunjane at that time, under labour tenancy contracts.

When the families returned to the farm after Christmas in 1986, Gebers and Seele told them that their services were no longer needed and that they should "go home". The families went back to the farm and continued to use the land. Gebers and Seele were aware of this but it was not until 1989 that any action was taken.

In mid-winter in 1989 the police and clerk of the court visited the farm and forcibly loaded seven families into trucks. They took them to Waaihoek, a resettlement camp. Then they went back to the farm and burnt the homesteads so that if families returned they would have nowhere to stay. Only one family ever did return to rebuild their homestead.

Although the other families were threatened with the same treatment, nothing further happened. But after a while, some of them received summonses indirectly. They approached the KwaZulu MP in the area for help. He sent them to a lawyer in Pietermaritzburg.

When representatives of the families met with him, he allegedly suggested to them that they move to KwaZulu. The families told the lawyer that this was unacceptable to them. He then said he would speak to Gebers' lawyer. The families never heard from the lawyer again. But, since nothing further happened to disturb them, they believed some agreement was reached around their tenancy. However, this was not the case.

About a year later, a Mr Channing approached the families. At a meeting with them on June 19 1991, he told them that he was the new lessee of the land and that he was enforcing the ejection orders obtained by Gebers and Seele. Eight families were told to leave the land immediately. The remaining seven were allowed to stay, at Channing's discretion.

When conditions around the notice given to the eight families were questioned, Channing took this to mean that the notices were being rejected and he impounded 134 head of cattle and 100 goats belonging to the eight families. He also removed the wheel of the water pump, leaving families without enough drinking water and barred the entry gate to the farm used by the families. Three members of the families were arrested and charged with trespassing. They were fined R100 each. The impounded stock was released at a cost of about R25 000. An interim interdict was

granted to the families, for them to remain on the land with their cattle, undisturbed, until the court made a final decision. The matter was set to go to trial in December 1991.

But soon after the interim interdict was granted, a messenger of the court and the police removed one of the families from the farm. The family was loaded onto a truck with their possessions and taken to Waaihoek. Gebers and Seele claimed they were carrying out the summary judgment they got in early 1990 in the civil ejection order against the family.

In August, Mr Majozi, a member of the family who was removed to Waaihoek, was shot in the leg by Mr Channing. In an affidavit Mr Majozi explained that he was told that some of his goats had crossed the river into Channing's farm and that Channing was busy loading them onto his truck. Majozi went to see what was happening. "... I proceeded to the river and approached Mr Channing. I was instructed by him to assist in putting my goats on his vehicle. When I stood by, Mr Channing took out his firearm and fired a number of shots at and around my feet. I thus began to assist him, but the gunshots had frightened the animals and they ran away. Mr Channing became very angry and started shooting at and around me again. One of the bullets hit me in the leg. I was very afraid that he

was going to kill me. Mr Channing and his induna then took me to Greytown hospital where I spent a number of days being treated for the gunshot wound." Mr Majozi was later charged with trespassing.

Early the next morning members of two other families went to Channing's house to find out what had happened to Mr Majozi. This is what they said in their affidavit: "On Friday some time in the early evening, we heard that Mr Majozi had been shot by Mr Channing. Early the next morning, we proceeded to Mr Channing's house on the farm Lilyfontein. We took the footpaths, as the dirt road was almost double the distance. As we were nearing Mr Channing's house, we met Mr Channing on the road. He asked us where we were going and we said we had come to speak to him. He instructed us to jump onto the back of his vehicle. We assumed that he was taking us to where Mr Majozi was. When we got to Mr Channing's house, he stopped the vehicle. While we were still sitting on the back of the vehicle he asked us why we were on his land. We explained that we were looking for Mr Majozi, who had not come home the previous evening. Mr Channing then told us that we should have used the road and not the footpath and for this we were trespassing. We said that we were not trespassing, we had come to ask him what had happened to Mr Majozi. Mr Channing then pointed his firearm at us and said he was

taking us to Weenen police station. He said that if we did not stay on the vehicle and go with him, that he would shoot us. The induna then informed us that Mr Channing had already shot Mr Majozi and that he was in Greytown hospital. We went along for we were scared that if we jumped off, that he would kill us." The two family members later laid a charge against Mr Channing.

Just before a court inspection of the property, the attorney representing Mr Channing approached AFRA with a proposed settlement. This was in November 1991. The settlement proposed that the families lease the land for a year. When the settlement proposal was taken to the families, they said they were prepared to enter into discussions around such a lease agreement if it applied to all 15 families, not only the eight whom Channing had tried to evict.

While this information was being passed on to Channing's lawyer, Channing acted against the remaining seven families. On November 25 1991, he gave them backdated 24 hours notice, saying they were occupying his land illegally. As a result, four adults and two children (aged 6 and 10) were arrested for trespassing and spent a night in jail. The four adults appeared in court the next day and were released on R100 bail each.

Eventually Mr Channing and eight families entered into a lease

agreement. The lease was to start on January 1 1992 and end on December 31 1993. The main points in the agreement are that:

- families may opt to buy the farm
- families will pay rental in advance of R5 per head of cattle, R2 per head of goat, R20 per family unit.
- Ncunjane (farms of Vernier and Ashton Lodge) to be used for residential, ploughing and grazing purposes only. Each family to plough no more than one acre per kraal.
- families may keep collectively among themselves no more than 240 livestock units (one head of cattle = one livestock unit, five head of goats = one livestock unit)

Apology and correction

The AFRA Newsletter No. 15 of May 1992 incorrectly stated that Professor Nic Olivier, vice chair of the Advisory Commission on Land Allocation (ACLA), was an NP MP. Professor Olivier was actually a member of the PFP.

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