

PATRIJSE VALLEIJ, STELLENBOSCH

HISTORICAL AND STRUCTURAL INVESTIGATION OF THE FARM EDGBASTON, PORTION 3

JULY 2008



VIEW TOWARDS THE c.1810 CELLAR IN 2000

REPORT PREPARED FOR
WESTERN CROWN PROPERTIES 86 (PTY) LTD
Private Bag X7
Tygervalley 7536
(0861 000 202)

H.N. VOS
HISTORICAL ARCHAEOLOGIST & CONSULTANT

ARCAPE CONSULTANCY
PO BOX 379 STELLENBOSCH 7599
(082 217 0036 Fax 021 889 8956)

ACO ASSOCIATES CC
8 Jacobs Ladder
St James 7945
Ph: 0217064104

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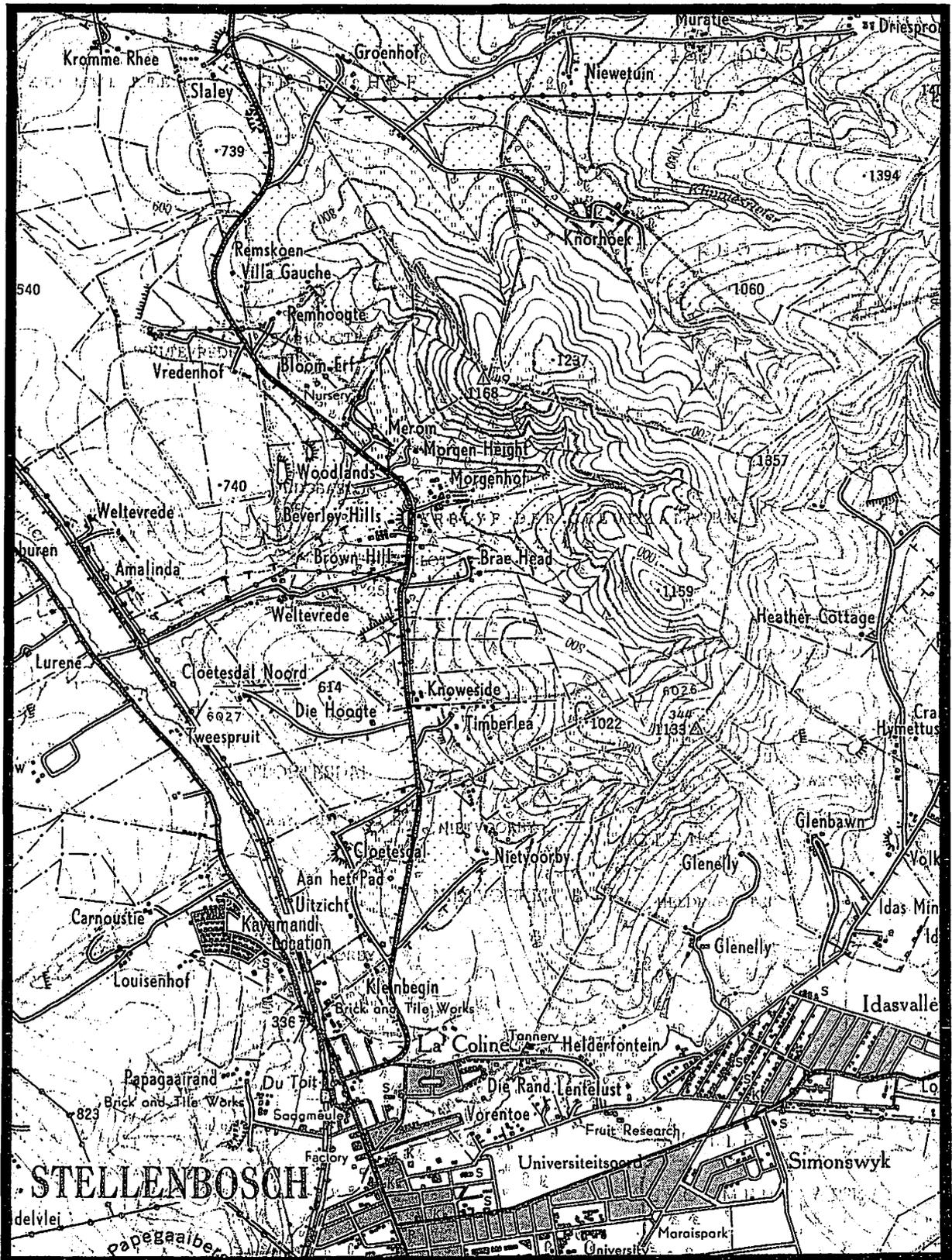


FIG.1.1 Portion of map of Stellenbosch district, showing the location of Beverley Hills Hotel, now a portion called Edgbaston. It is strongly recommended that the name of Patrijse Valleij once again be reinstated (Stellenbosch 3318 DD, 1: 50 000, 1953).

1 INTRODUCTION

During January 2000, the then director of Stag Homes, who owned a larger portion of the old Patrijse Valleij, approached me to conduct an historical and structural investigation of the farm *Edgbaston*, and in particular the context of the outbuilding *De Balke*, probably once a wine-cellar. It was so named when the Beverley Hills Hotel still functioned as such (**FIG.1.1**). I have updated this report for the client of Western Crown Properties in a number of respects to bring it up to date with the existing proposed development.

The *Farm Edgbaston 104, Portion 3*, was originally part of *Patryze Vallei* (various spellings) of the late 17th century. In terms of the NHRA 1999, no 25, section 38, the development exceeds 5000m² and therefore a *Notification of Intent to Develop* has been submitted by the Heritage Practitioner, Mr Graham Jacobs (June 2008). The Outbuilding or Cellar on the remnant farm is not a proclaimed heritage site, but it is older than 60 years (NHRA, Section 34) and there are certainly archaeological features of demolished buildings (NHRA, Section 35).

The primary PURPOSE of this investigation was threefold:

1. To trace the **history** of the site and its owners, in order to place the wine-cellar in its historical context vis-à-vis the demolished and existing buildings.
2. To identify, date and document the various **structural elements** of the cellar in order to trace its development through time.
3. To assess the **significance** of the building and to make **recommendations** about its renovation and rehabilitation.

The READER is advised to first consult:

- 5 HISTORICAL SUMMARY and
- 6 CONCLUSION AND RECOMMENDATIONS

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Abbreviation

PV Pateijse Valleij

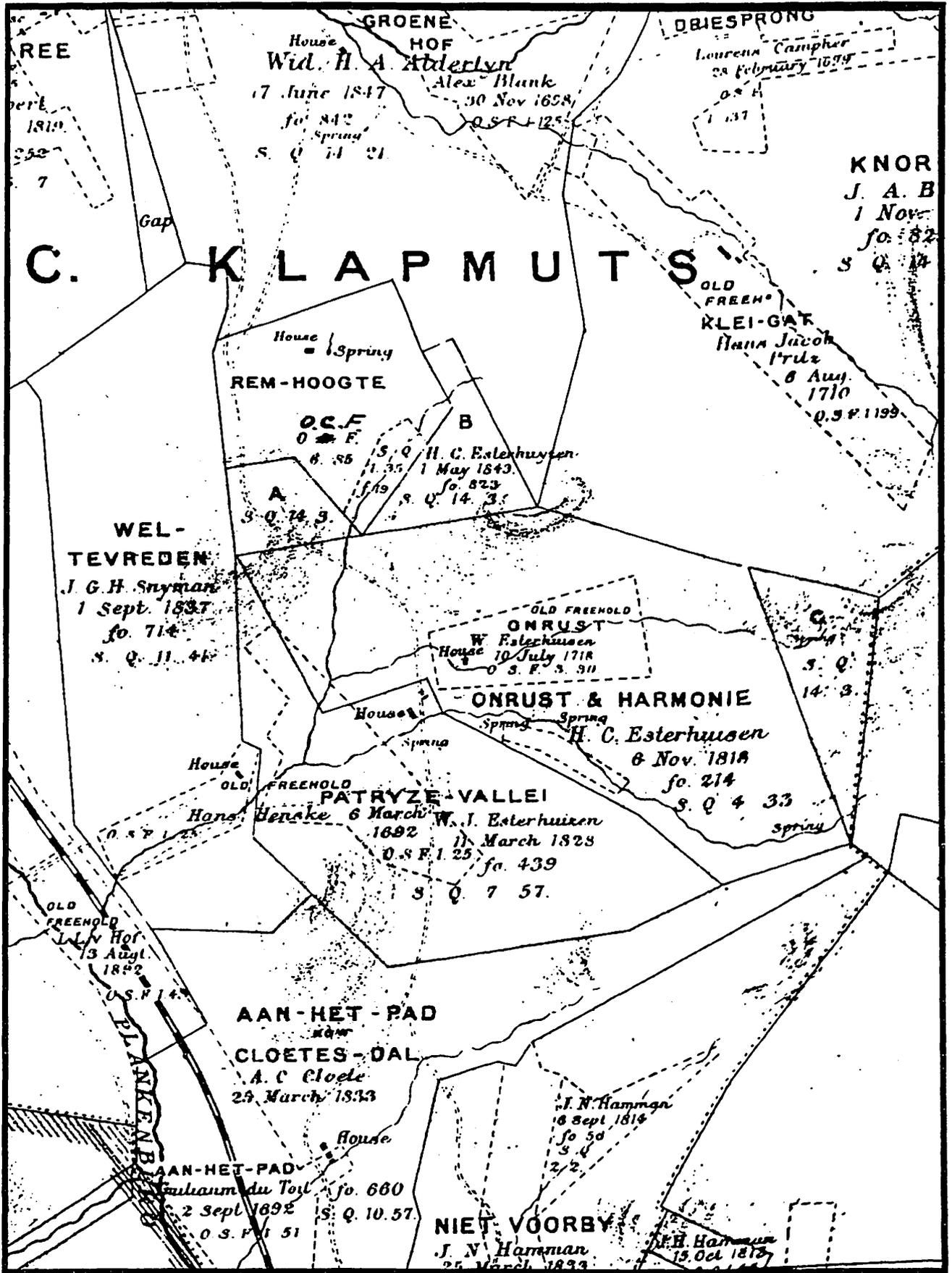


FIG.1 On the 1892 Brink map the relative positions of the OSF's are outlined. Patrijze Valleij consisted of two separate portions, with a "house" on the Weltevreden side (actually 4 houses) and another house adjacent the road (Stellenbosch Museum).

2 HISTORICAL BACKGROUND

A survey was made of available historical information on the farm, but it is not meant to be exhaustive. The Deeds Office in Cape Town was consulted and the ms. of Van der Bijl (1963) was of particular help. The farm was subdivided into numerous pieces over the years as the *erfbriewe* with their lists of owners attest (**Appendix A**). It was particularly difficult to trace all the sold-off portions and attention was focussed on Edgbaston and Woodlands.

2.1 EARLIEST SETTLERS late 17th century

In his search for arable land where grain could be cultivated, Commander Simon van der Stel discovered the fertile valley of Stellenbosch in 1679. Within a year eight families were settled and by 1683 the number had increased to more than 30 families and single freeburghers (Guelke 1974:119). As an encouragement, farmers were allowed to claim as much land as could be cultivated in three years. Unimproved land was subsequently taken away (Ibid.:117).

Without proper surveying, disputes soon arose concerning land, boundaries and water rights. Commissioner Hendrik van Reede tot Drakenstein visited the Stellenbosch area in 1685 and labelled the colonists greedy and selfish, since they claimed the best land along the rivers for themselves. This action prevented later farmers from gaining access to water. Van Reede recommended that a local magistrate (landdrost) be set up in the proposed "village" for settling disputes, as well as the accurate surveying of the land. Most of the farms promised in 1680/1683 were only granted officially in 1692 (Guelke 1974:118). The farm Patreijse Valleij (earliest spelling) comprised two geometrical blocks, one at the confluence of two rivers and the other alongside it, and thus fitted the above picture well (**FIG.1**).

2.2 THE FARMER HANS HENSKE

Hans Henske was a German from Hamburg who came to the Cape by the late 17th century. He took up Simon van der Stel's offer to settle in Stellenbosch and in 1680 two tracts of land were given in promise, confirmed in 1692 with a formal grant and survey plan (**FIG.2**)(**Appendix B**). The two pieces of land had originally been cultivated separately, but subsequently they have been joined, amounting to 68m 47r² (**FIG.3**).

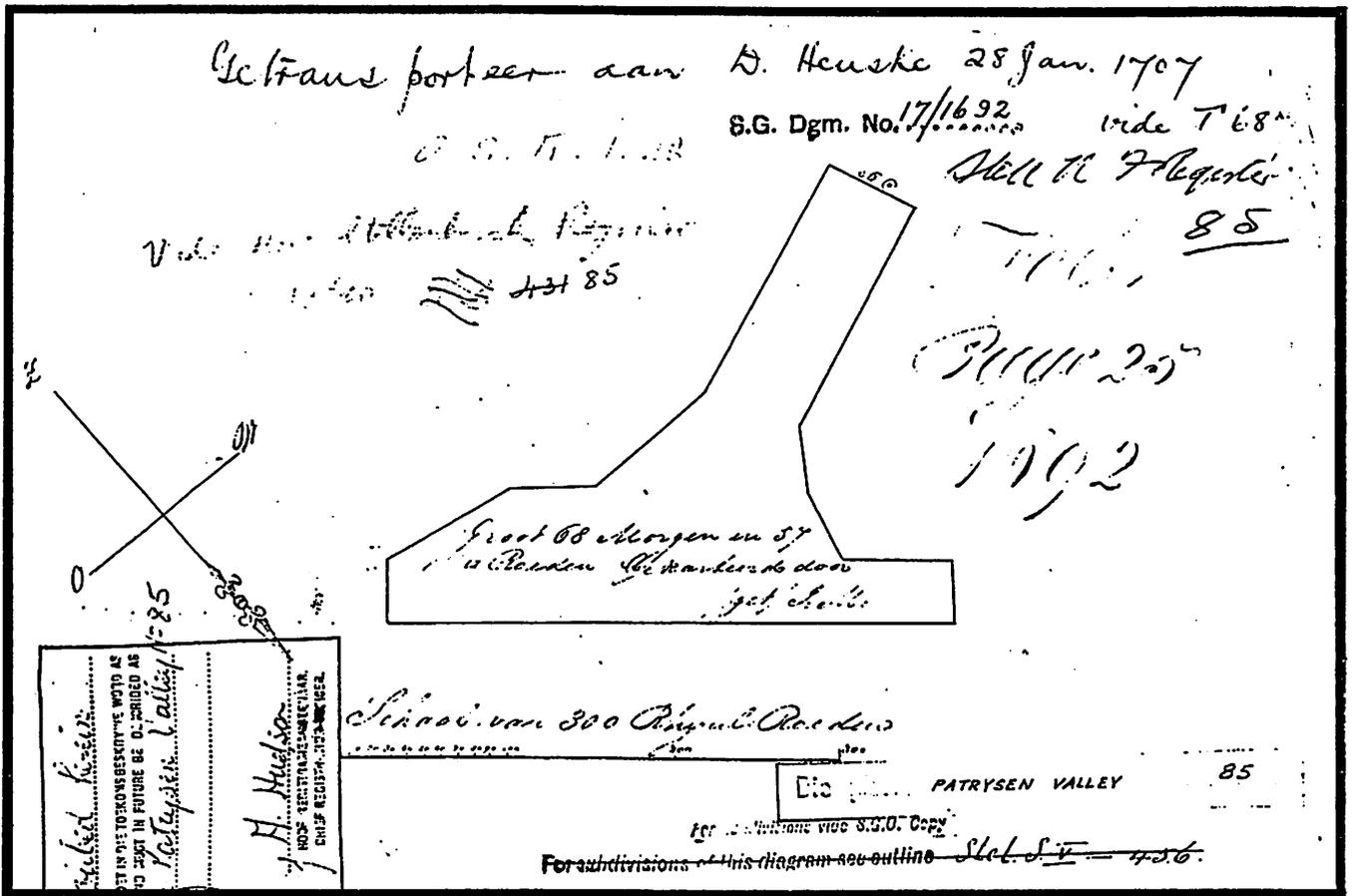


FIG.2 This poor copy of the 1692 grant to Hans Henske already shows his two parcels of land as amalgamated (Copy of > 1750, Deeds Office, Cape Town).

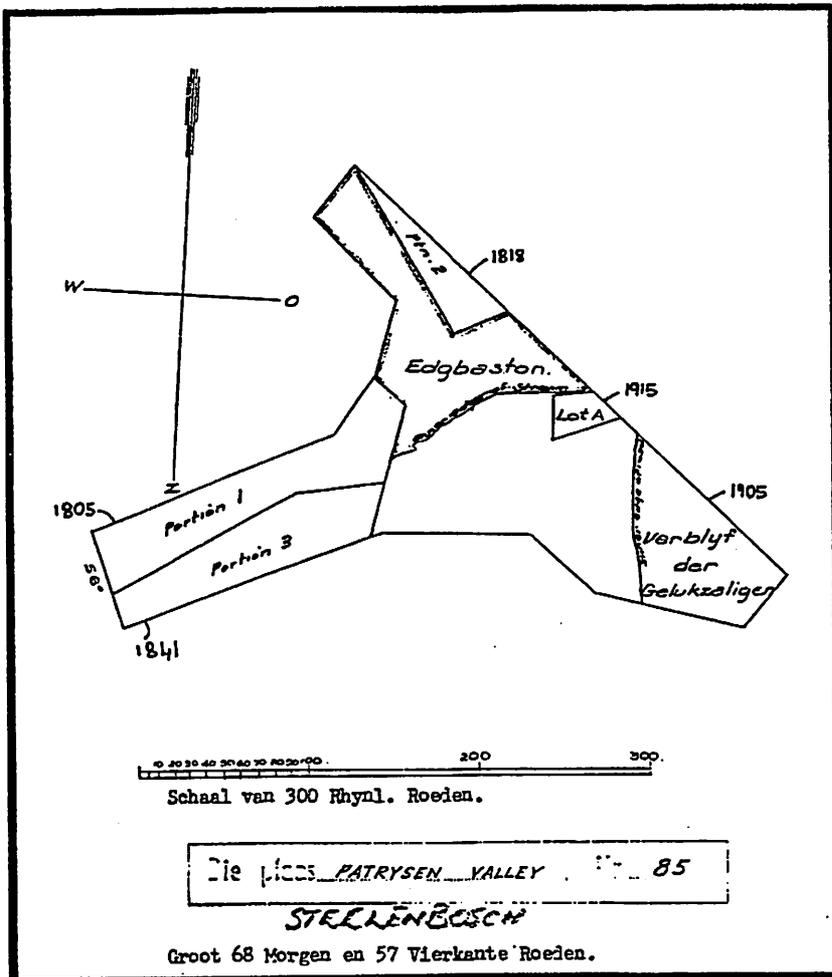


FIG.3 In the 1692 Surveyor General's copy, the two land portions are also consolidated. It also shows subsequent deductions (Deeds Office, Cape Town).

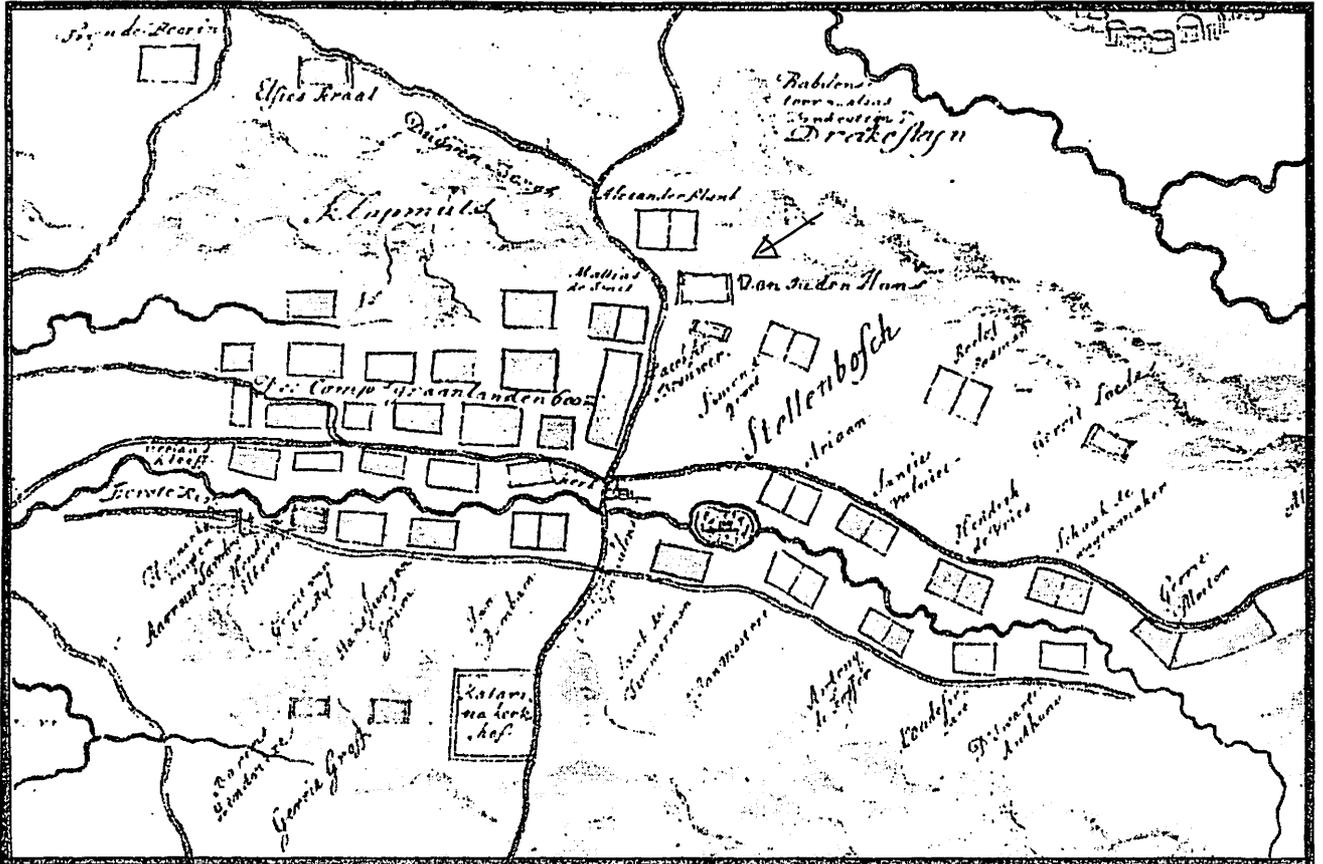


FIG.4 A portion of a c.1695 map of the colony of Stellenbosch. Note the rectangular farmyard of *Den Ouden Hans*. The farm (Koelenhof) of Simond Groot (Simon de Groot) should actually be on the Bottelary road (Godèe-Molsbergen & Visscher 1931:41).

On an early map (c.1689)(Fouché & Böeseken 1971:plate 3, against p.208), the rectangular farmyard is identified as that of *Den Ouden Hans* (FIG.4). He was thus apparently advanced in age when he settled here. He married the widowed Anna Maria Holzax of Switzerland a few years earlier (26.8.1686)(Ibid.:91,n 121). With no children or slaves, he battled to make ends meet on the farm. According to the tax-return of 1692 he had only a "knecht" or supervisor to assist him (Table 1). He possessed 8 oxen for ploughing the land, having sown 1 muid of corn and gaining 10, sown two muid of rye and gaining 20, indicating a fine harvest season. He had already planted 5600 vines but produced no wine (seemingly). He defended his farm and hunted with two *snaphanen*, also carrying a small cutlass (*degen*).

For years it was a hard struggle and by early 1700 he was deeply in debt to Jan Christoffel Haak, and consequently was repeatedly issued with a summons (Fouché & Böeseken 1970:91, n121). A contemporary of his, Adam Tas, wrote that on the morning of 29 July 1705, the landdrost Starrenberg had put Henske in prison or in the prison house (*tronk huijsje*) at Stellenbosch, and he would be taken to Cape Town (Ibid.:90,91,93). From the same entry it appears that "*Henske and the other traders*" were to be supplied with rice for the road by Henning Hussing of Meerlust. There was also a rumour of free barter. It thus appears that Henske may have been more on the road to shoot game and barter with the Khoisan than to actually farm!

On 23 March 1711 the College of *Landdrost & Heemraden* sentenced Henske for non-payment of debt to the widow Haak and made an inventory of his goods in case he did not want to pay (Appendix C). The objects were rather old and dilapidated. The farmhouse had a kitchen, positively identified by the *ijsere schoorsteenketting* and utensils. There must have been a cow or two for he had a butter churn and two butter moulds. From the curry-comb, spurs and saddle we can conclude he possessed a horse and his hunting equipment was listed next to the horse gear.

There was equipment for his corn harvesting and some pieces of furniture. Two pictures and two books were the only luxuries. He shared his bed (*kooij*) with his wife. He must have been quite old by now and it is uncertain whether he could repay his debts. He had already transferred the farm in 1707 to David Henske, a family relation of his (Appendix D). The farm was thus safe but the movables not. David Henske farmed Patrijse Valleij for a little more than three years before he sold it to Zaayman for f5600 (Transport).



David Henske

MEN
WOMEN
SONS
DAUGHTERS
KNECHTE
SLAVE MALES
SLAVE FEMALES
SLAVE BOYS
SLAVE GIRLS
HORSES
CATTLE
SHEEP
PIGS
VINES/1000
WINE LEAGUERS
CORN SOWED
CORN WON
BARLEY SOWN
BARLEY WON
RYE SOWN
RYE WON
MUSKET
PISTOL
SWORD

NAME	YEAR	M	W	S	D	K	SM	SW	SS	SD	HO	CAT	SHEE	PIG	VINE	WL	CS	CW	BS	BW	RS	RW	S	P	D
HANS HENSKE	1692	1	1			1						8			5.6		1	10	2	20			2		1
DANIEL ZAAYMAN	1712	1	1	4			1	1	2	1		8			2		8	30							
CASPER BADENHORST	1719	1					6				6	35	250	9	5	1	7	50			1	35	4	1	1
FRANS BADENHORST	1719	1		1			6				6	35	250	10	5	1	7	50			1	35	4	1	1
FRANS & CASPER BADENHORST	1723	2		1							25	80	1000	7	12	3	8	100			3	30	2	2	2
CASPER BADENHORST	1741	1									20	40	500	6	7	2	25	425							
FRANS HENDRIK BADENHORST (KLIPHEUWEL?)	1745	1									12	30	300				30	130			2	40	1	1	1
FRANS HENDRIK BADENHORST (KLIPHEUWEL?)	1751	1					10	1	1	1	12	40	300				15	100			10	200	1	1	1
CASPER BADENHORST	1752	1	1	2			4	1			6	18	100		10	8	4	30					1	1	1
PHILIP DE VOS	1761	1	1	1	1		6	3			20	30	200		8	6	4	20					1	1	1
WILLEM DE VOS	1773	1	1				4				12	10	100		15	12							1	1	1
HERM. JOH. VAN BRAKEL	1782	1		1			6				11	18			16	8							1	1	1
RPATRYS.WPW																									

TABLE 1 TAX-RETURNS (OPGAAFROLLE) FOR THE OWNERS OF PATREIJSE VALLEIJ FROM 1692-1782 (CAPE ARCHIVES).

The naming of farms was generally something which only became official by the second quarter of the 18th century. Initially the farms were known by the name of its owner until at least the 1720s. Name sources include e.g. the owner's name and a geographical feature, like Cloetesdal, visibility (Uitkyk, Schoongezicht), liberty (Libertas), distance or politics. *Patryse Valleÿ* obviously refers to the numerous partridges in this valley.

2.3 SUBSEQUENT 18TH CENTURY SETTLERS

Daniël Zaayman

From 1710 the new owner was Daniel Zaayman [Zaÿman:Transport], who hailed from Vlissingen (Appendix E). He had a contract with the commander of Mauritius to plant sweet potatoes, and afterwards came to the Cape in 1709. By 1710 he had four sons (one died young) and by 1714 had four daughters, all who married (De Villiers & Pama 1981:1157-1158). His son Pieter had a shotgun marriage for he married in Jan. 1712 and 6 months later the first daughter arrived (Ibid.).

In 1712 Daniel owned one slave man and woman (married), with two sons and a daughter. He also had 8 cattle and had planted 2000 vines with a corn crop of 30 muid (Tax-return, 1712). His son Pieter probably helped him to farm and it was Pieter who owned the musket and small sword. Daniel probably died in 1714 but the farm was already sold in April 1713, surprisingly by Roelof Steenbock, who was the second husband of Anna de Groot, daughter of Simon de Groot (Ibid:28,271). Steenbock probably acted on behalf of widow Zaayman when the farm was sold to Casper H. Batenhorst sr.

Roelof, Fredrik, Steenbock

Casper Heinrich Batenhorst was a German soldier in 1696, and ultimately owned *Patryse Valleÿ* (1713)(Appendix F) and *Klipheuwel* (1714) on the Mosselbank's-rivier. Casper and his brother Fransz each cultivated a different farm, but their tax-returns for the year 1719, were extra-ordinarily equal. Fransz was attributed with a son Frans, with Casper having no wife or children. In contrast, the genealogical record states that Casper's first son Frans (1714) by his first wife Aletta Putters, was named after his brother.

We know from historical records that the burghers seldom gave their actual stock and cereal quantities, as they would be taxed more. The similarity of the tax-returns of the two brothers are thus suspect. It is significant to note the "high" number of slaves (6), horses (6) and pigs (9 & 10 respectively). Note the exceptional barley

yield of 1:35 muid won! In 1723 their combined tax-return listed no slaves (not listed administratively), but 25 horses, 80 cattle, a thousand sheep and some pigs. The vines now numbered 12000 producing three leaguers of wine. Again exceptional harvests of corn and barley were recorded.

In July 1738 the three households of the deceased Casper Batenhorst were appraised (**Appendix G**). According to the inventory he led a rather prosperous life at his homestead at Klipheuwel, with a separate corn barn with much corn, combined with a stable and milking area. There were 4 ploughs, two harrows, 4 ox-waggon and 100 cattle, indicating that corn accounted for the main production. It is interesting to note that he had 14 male slaves (one in chains) and one quite young (*Codiden*). The slaves are tabulated (by author) according to the country of origin with the majority from India (**FIG.5**).

1. Mallebar (western India)	10
2. Bengale (northern India)	1
3. Madagascar (off-Africa)	1
4. Batavia (Java)	2

Total	14

These slaves also laboured at Patrijse Valleij, for here was the main wine production. This is indicated by the 15 empty leaguers and auxiliary equipment like three "*trap balies*", for pressing the grapes. The kitchen equipment indicates a hearth with two chimney chains for hanging pots and kettles. There could have been at least two buildings on the farm or otherwise one which doubled as a wine-cellar and domestic quarters. Though the farms were valued at 6405-40 rixdollars, he had debts of 5728-22 rixdollars, leaving only a meagre credit of rx 667-18.

In the tax-returns of 1741 Frans Hendrik Batenhorst, as well as another "Casper", were stationed in Cape Town. Casper (Hendrik)(born 1725) is indicated as farming at Stellenbosch, presumably at Patrijse Valleij. He was single with no slaves but owned 20 horses, 500 sheep and 6 pigs. His 7000 vines produced 2 leaguers of wine. He had a 17-fold increase in cereals, which could probably be attributed to the farm Klipheuwel.

In 1745 Casper H. was shown to be in Cape Town with only one horse, but Frans H. is certainly farming with 6 slaves, no vines, but a good cereal harvest, presumably at Klipheuwel (Cape District). These tax-returns also show increases in 1751 for Frans. In 1751 Casper Hendrik is again visible in the tax-returns with 10000 vines delivering an excellent 8 leaguers of wine, which certainly represents Patrijse Valleij.

After being 46 years in the Batenhorst family, the farm was sold (for f6000) to Philip Wouter de Vos in 1759 (Van der Bijl 1963:74). De Vos (born 1731) married Maria Wium in 1757 and in 1780 Femma Posthumus. He had 4 children by 1764 and ultimately had 13 children by 1781 (De Villiers & Pama 1981:1081). Philip was quite prosperous and also owned Parel Vallei from 1763 to 1795, the latter year in which he died (Van der Bijl 1963:60). The state of the farm Patrijse Valleij (abbreviated to P.V.) can be gauged by Philip's tax-return for 1761. He owned a labour force of 6 slave men and 3 women. Horses were still abundant at 20, with a mere 30 cattle and 200 sheep (if correct!). He had a good year of viticulture with 8000 vines producing 6 leaguers of wine (see Table 1).

In 1764 the farm changed hands to Willem Louw who sold it four months later to Willem Esterhuize(n) (for 2450 guilders) who owned it for 16 years. Willem (born 1701), married Johanna van der Burg in 1727 and they had 5 children by 1734 (De Villiers & Pama 1981:207-8). In 1773 his tax-return lists 4 slave men, who were primarily helping in the 15000 vines, producing a huge quantity of 12 leaguers of wine. Horses, cattle and sheep formed part of the mixed agricultural activities.

Hermanus Joh. van Brakel (born 1751) acquired the farm in 1780. He had married Elizabeth Marais in 1779, but she probably died while giving birth to his son Jacob in 1781. In 1782 his tax-return indicated the baby boy as well as some horses and sheep. The six slaves cultivated the 16000 vines, which produced 8 leaguers of wine, but there is no cultivation of cereals. Van Brakel was married again in 1783, this time to Maria Pas and she bore him 6 more children by 1800 (De Villiers & Pama 1981:92).

Coenraad Joh. Albertyn (born 1768) bought the farm in 1787. The same year he married Gertrude de Villiers who bore him 10 children by 1808 (De Villiers & Pama 1981:8). In the transport deed of 1787, it is recorded that Coenraad had five men slaves (e.g. Fortuin, Januarie, April and Augustus), a wagon, 10 drawing oxen, a plough and a harrow, as well as 30 muid corn. He must have made substantial alterations and improvements for the farm were sold for 18000 guilders in 1799.

It should be noted that the farmers enjoyed increasing prosperity during the years 1780-1820:- when the first French troops occupied the Cape (1780-90) and during the subsequent English occupation. Wine consumption multiplied and thus the farmers concentrated on wine production, building new cellars for storage and elaborating existing buildings with splendid gables (De Bosdari 1953:14).

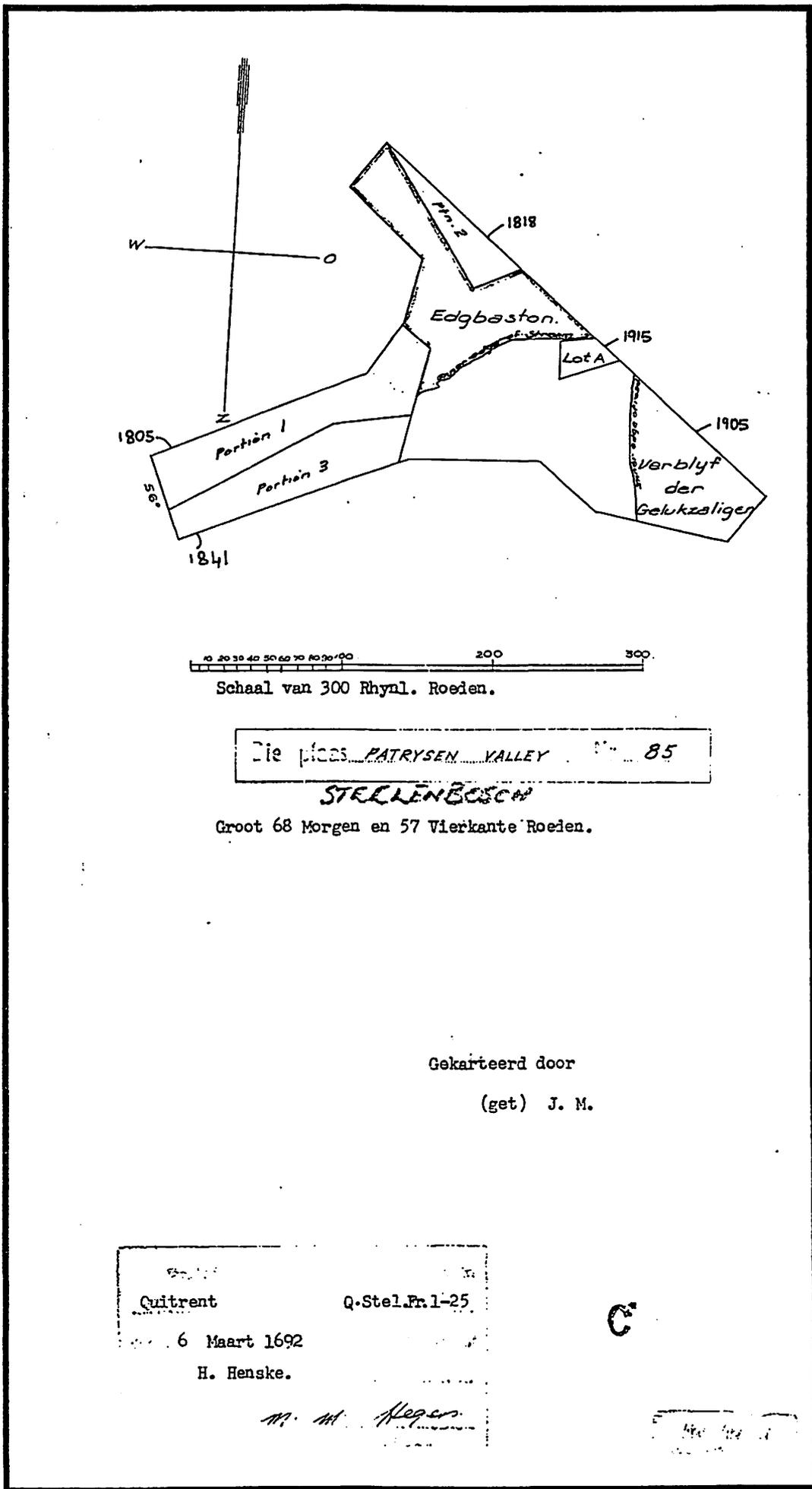


FIG.6 This 1692 Diagram depicts the portions and years they were deducted. Note the stream (and trees subsequently planted), which gave rise to the name Woodlands north of it (Deeds Office SG DGM 17/1692).

2.4 EARLY 19TH CENTURY

In 1795 the DEIC went bankrupt due to debts and corruption, and the English took over the Cape (from Muizenberg side) in the same year. Sybrand (Coenraad) Vermeulen (born 1745) bought the farm for 18000 guilders. From this time forth numerous deductions were made and tracing the history of all of them are quite complicated to say the least (See Appendix A).

The main portions deducted are identified on the 1692 diagram (FIG.6). When *Portion 1* was sold off in 1805 to Joachim C. Esterhuize, there is no mention of any house or a drawing of it on surveyor Wernich's plan (Deeds Office). Esterhuize must therefore have been the first one to erect buildings on this land, presently known as *Weltevreden*, and in possession of Chris Peele. The oldest building is a cellar dated 1804, complementing two early 19th century out-buildings and the main homestead (See Fransen's description)(FIG.7). Over the past three years Chris Peele has been meticulously restoring and renovating the main house and out-buildings (FIG.8).

WELTEVREDEN

★ ★ ★

This farm was a deduction from Patrysvallei, q.v., of over eight morgen, made in 1805 by Sybrand Coenraad Vermeulen in favour of Joachim Christoffel Esterhuysen. Esterhuysen was married to Debora Retief, the sister of Piet Retief, who soon afterwards acquired the farm Kromme Rhee, q.v., nearby.

The cellar is dated 1804 and was probably built by Esterhuysen—obviously the actual transaction has been completed before the transfer was signed. Its gable is a late example of the *holbol* style: at this date it was already rather out of fashion.

The house is H-shaped, and has six most elaborate gables. The back and front gables are almost identical; they have four pilasters rising from ground-level upward, equally spaced, and a split pediment with an urn in between; the inner pilasters are surmounted by urns, the outer ones by drums (now con-

verted into wheels). The front gable is dated 1812. The four end-gables have wings at their bases, and other wings flanking small pediments.

The windows and doors of both façades retain their original, segmental-topped frames; the actual windows and doors are mid-19th century, at which time the side-courts were filled in—they have similar windows. The inside of the house has not been altered much. There is a stoep that runs right round the house.

The 1804 wine-cellar described above forms one side of a small forecourt; a second outbuilding forms the other side, while the fourth side is formed by a *werf* wall with a gate on the axis of the house and of the *werf* itself.

There is a story that the house has been 'reversed'. Apart from the fact that its façades are almost identical, there is nothing to support this idea; and the present down-the-slope aspect as well as the position of the kitchen are strongly against it. The roof is of iron, and has a raised eaves level.

vdM: p. 36; ff. 241, 350; n. 185. dB: pp. 64, 65. F: 2E05A, B.

FIG.7 More than three decades ago Fransen gave the following description of the Weltevreden farmyard (Fransen & Cook 1965:80).



FIG.8 The buildings of Weltevreden were situated on Portion 1. The manor house of 1812, still with corrugated roof and mid 19th century windows.



1.1. The farmyard of Weltevreden dates from the early 19th century, built in a U-shape.



1.2. The splendid manor house of 1812 after restoration in 1999.



1.3. The outbuilding or barn of 1804 has the oldest dated gable.

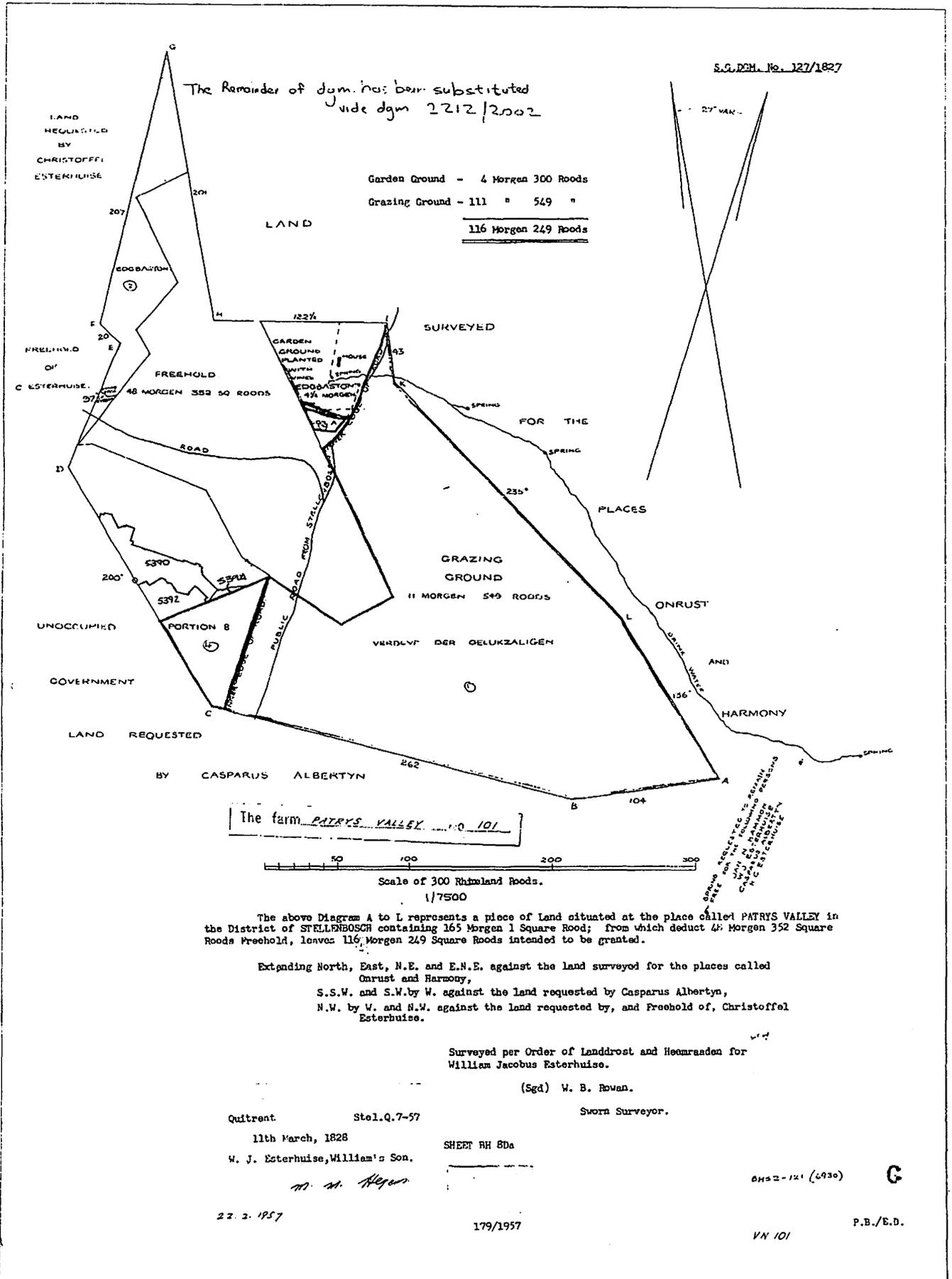


FIG.9.1 The 1827 Quitrent depicts the land of 116m 249² added to the OSF of PV. Note that the western portion of the Old Freehold is not included (see FIG.9), which became part of Weltevreden. Note the triangular portion of the farm Edgbaston SGD 127/1827).

In 1813 Wilhelmus Joh. Esterhuize (born 1792) bought the remainder of 59m 162r² from Vermeulen for 20000 guilders (Transfer Deed), indicating that the main buildings were still centrally located on P.V. In 1828 Willem added 116m 249r² quitrent to the farm, which nearly enclosed all of the old farm (FIG.9).

It is important to realise that the adjacent (eastward) farms of *Onrust* and *Harmonie* were in possession of the Esterhuize family from 1700 to 1848 (Van der Bÿl 1963:78). Hermanus Christoffel (born 1786) already took out a quitrent in 1818. So 10 years later the two farms practically adjoined one another, just as two "brothers". Wilhelmus J. Esterhuize sold Portion 3, the remainder of the old 1692 westward land to widow Deborah Retief in 1841. This also contained no structures (Transport Deed 1841).

We have to ask : where was the old farmyard P.V. situated? Except for the Weltevreden buildings, there appears to be only the early 19th century *De Balke* outbuilding on the farm Edgbaston.

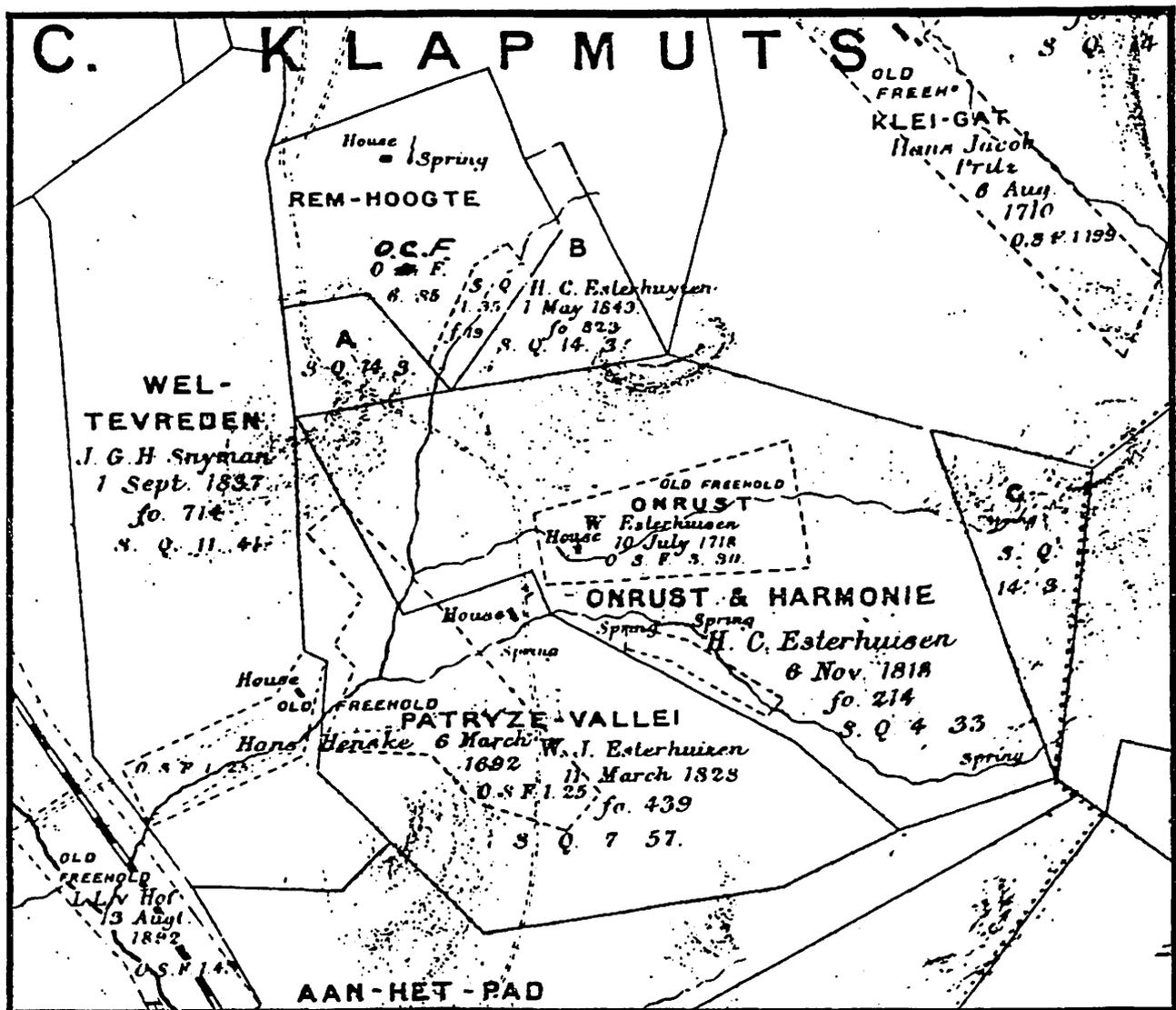


FIG.9 On the 1892 map the extent of the three quitrent areas of the three farms Weltevreden, Patryse Valleÿ and Onrust & Harmonie, are shown to be interlocking (Brink map 1892, Stellenbosch Museum).

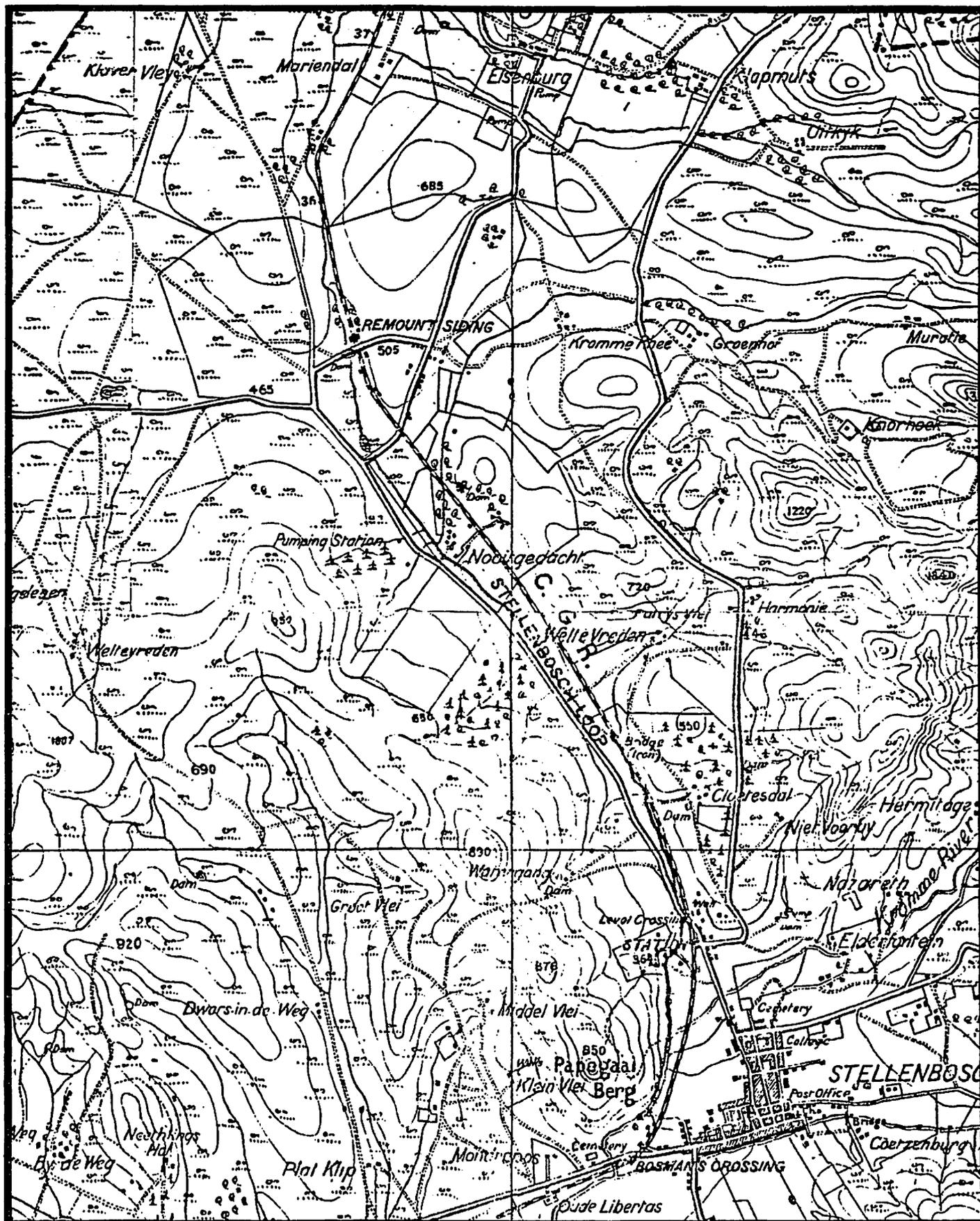


FIG.10 In July 1902 Captain P.H. du P. Casgrain (RE) surveyed the Stellenbosch district of which this is a portion. It is difficult to discern any good detail on "Patrys Vlei" (sic)(Stellenbosch Museum).

2.5 REMAINDER 19TH CENTURY

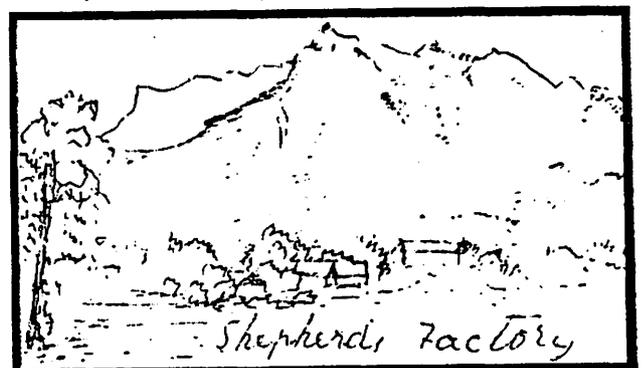
Apparently few of the following owners fared that well, many becoming insolvent. Nicolaas G. Vos bought the large estate for 27000 guilders, but borrowed it from Jacobus Joh. van den Berg snr. in 1833. During the time of Vos, the slaves were provisionally set free in 1834, and indentured for 4 years to learn a trade, and to be finally emancipated in December 1838. This led to a social revolution, with many farmers not being able to cope with a shortage of manual labour on their wine farms. After 1826 the preferential wine tariffs the Cape enjoyed on the English market, were withdrawn which affected the Cape exports adversely. No wonder that afterwards the owners struggled to make ends meet in a depressed economy. The Cape wines were also notorious for their bad quality, so there was little demand for them, except for wines from certain farms like Groot Constantia.

In 1846 Pieter de Villiers bought P.V. and kept it for 5 years after which he went insolvent. It should be remembered that the phylloxera epidemic broke out in the Cape in 1886, first noticed in Stellenbosch. It entailed an insect (from Europe) which invaded the vines and sucked them dry. By the early 1890s many farmers were driven to despair and bankruptcy. Pieter de Villiers was declared insolvent on 27.7.1897 and the speculator Stephen M. Christie bought it in the same year (11 August) and sold it the same day to W.E. Sheppard.

From the 1890s onwards, many farmers completely uprooted their diseased vines, replanting with resistant vine cuttings from the United States. Cecil John Rhodes, in conjunction with nursery man Harry Pickstone, started to plant fruit trees on a large scale, especially in the Drakenstein valley (Vos 1999:38). Many farmers followed suit, including John X. Merriman of the farm Schoongezicht. By the mid 1890s there was a flourishing export business to the London markets in pears, plums and peaches. Rhodes Fruit Farms Ltd. was created in 1902, practically on the death bed of Rhodes (FIG.10).

It is uncertain whether Sheppard and the Shepherd Bros. Jam Factory near Stellenbosch station are connected, but it could be. They started the factory for canned preserves which were immensely popular (Taylor 1990:2)(FIG.11). The farm P.V. was probably bought under fruit trees to supply the demand. Nonetheless, after scarcely a year, the farm was sold to Thomas Haybett who probably continued to provide fruit to the industry.

FIG.11 By the 1990s a growing fruit industry at Stellenbosch led to the formation of the Jam Factory of the Sheppard Bros. which was situated quite close to the station (Taylor 1990:2).



2.6 TWENTIETH CENTURY OWNERS

From here the history becomes more complicated and there are numerous divisions. I was not able to fully sort this out.

In 1903 Haybett sold the remainder (48m 352r²) to George Noel Lindup, who subsequently sold off certain parts:

In 1905 - the southern old part of P.V. now called *Verblyf der Gelukzaligen*.

In 1915 - the remainder (39m 442r²) to Hugh James Farmer Bairnsfather who sold off Lot A (FIG.12).

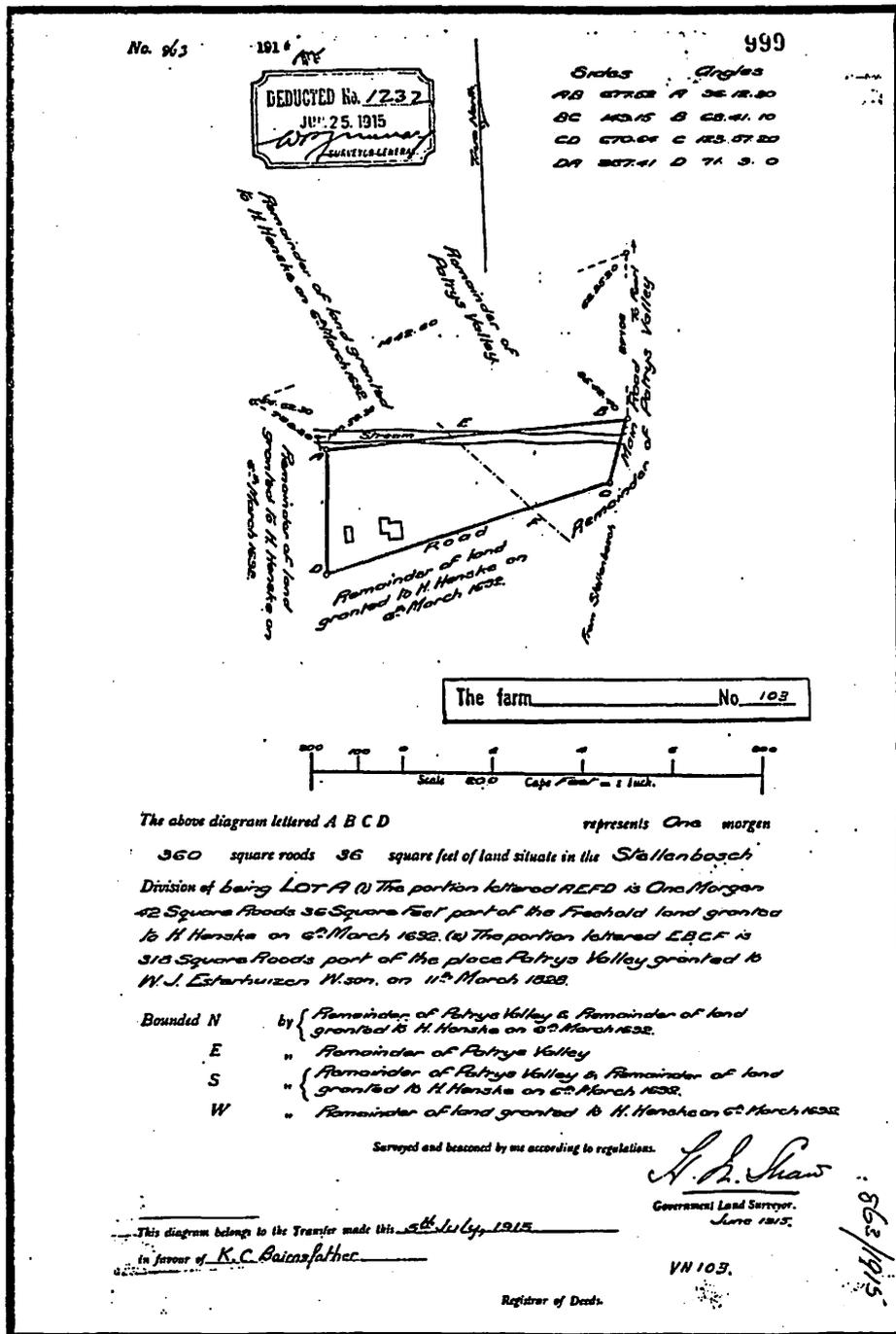


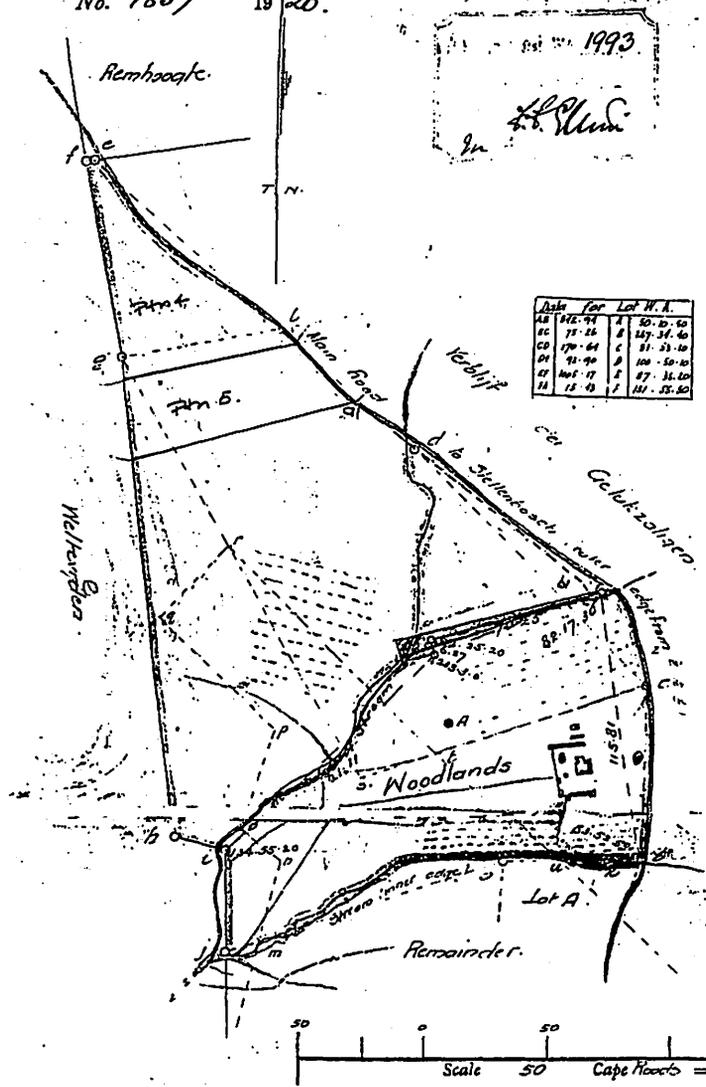
FIG.12 On the 25 June 1915 Lot A was deducted, just south of the stream, with two buildings on site. Lot A included a portion of the 1692 OSF and a part of the 1828 quitrent (Deeds Office, Cape Town).

The numerical data of this Diagram are consistent.

No. 1857 19 20.

1830 1857 1863

Examiner.



Date	For	Lot	W. A.
18	12-94	A	50.10.10
18	17-24	A	127.34.40
18	19-24	C	81.31.10
18	21-24	B	100.10.10
18	22-24	F	87.31.10
18	15-24	F	111.35.10

Angles		Sides	
a	196.38.20	ab	56.13
b	93.31.10	bc	77.37
c	133.58.50	cd	133.77
d	177.6.10	de	175.01
e	129.26.40	ef	3.00
f	87.49.30	fg	81.86
g	183.53.40	gh	202.96
h	112.18.20	hi	20.83
i	553.59.40	ij	42.68
j	71.47.40	ja	117.32

Y: Coordinates	X:
a	-9285.63 -1070.34
b	-9341.73 -1076.22
c	-9343.89 -1153.56
d	-9250.57 -1249.10
e	-9121.03 -1368.29
f	-9118.06 -1367.98
g	-9132.32 -1287.28
h	-9152.09 -1085.49
i	-9172.15 -1079.68
j	-9174.41 -1037.00

Real Area Figure above is 54.371

The above diagram lettered A-B-C-D, e-f-g-h-i-j inner edge stream k-l outer edge road, e represents 66 morgen

70 square rods - square feet of land situate in the Field-Cornetcy of Edgeston, Division of Stellenbosch, being the Farms Eronabillo, and comprising 1st Figure lettered e-f-g-h-i-j outer edge Road, c in extent 5 m. 285 ar. being the remainder of Lots A B C, granted under quitrent to H.C. Esterhuysen 17th Decr. 1845; 2nd Figure lettered k-l outer edge Road, h, in extent 50 m. 522 ar. being portions the remainder of that parcel Onrust and Harmony, granted by quitrent to H.C. Esterhuysen, Nov. 6th 1818; 3rd Figure lettered 'ab' in extent 2 m. 424 ar. being that part of the freehold place, Pabryse Valley, left to H.C. Esterhuysen, May 29th 1818; 4th Figure lettered 'ulargopom' inner edge stream, in extent 12 m. 521 ar. a portion of the freehold grant to Hans Henske, dated 18th 1818; 5th Figure lettered 'm-n-o-p-q-r' inner edge stream, in extent 9 m. 350 ar. and also inner edge stream, k-l, outer edge Road, c, Bounded N^o by Remhoogte (in extent 6 m. 500 ar. portions of Pabryse Valley, granted under quitrent to H.C. Esterhuysen - March 11th 1820

E, N.E^o " Main Road to Stellenbosch (outer edge, bloz) (Verblif der Gelukzochers) 11th 1820
 S " " Lot A and remainder, and Welterreder. 11th 1820
 W " " Welterreder.

Surveyed and beaconed by me according to regulations. 11th Decr. 1920.

B.G. Nicoet.

I certify that this diagram belongs to the Transfer issued this day in favour of H.T.G. Wybrow, Government Land Surveyor.

Deeds Office,
 24th June 1920
 J. Malan
 Clerk for Registrar Deeds

For list of Outstanding S.D. bills of 24 June

Sheet BH-8DaB
 VN.104

FIG.13 On the 24 June 1920 H.I.G. Wybrow acquired five portions of P.V. above the stream, as depicted in the diagram. Note the central building flanked on either side (Deeds Office, Cape Town).

It was apparently Bairnsfather and his wife Nicolette van Warmelo who called the whole farm Brownhills in 1915 (or earlier) and later renamed it *Edgbaston*, after a place in England (See Deed of Sale 14.4.1920)(Appendix H). For some reason Bairnsfather sold all his property five years later. The northern part (the remainder of 38m 399r² 108ft²) went to his wife Nicolette, as well as another 27m 231² (Portion 103/1). On the same date (24.6.1920) Nicolette sold to Henry Thomas G. Wybrow vast tracts of land (9m 350r² : the triangular western portions), 6m 500r² (Portion unknown), and 12m 521r² (northern portion of 1692 P.V.). Wybrow also acquired 66m 70r² from Nicolette at the same time and within a calendar year resold all the properties! (FIG.13). Note that Woodlands encompassed what appears to be the old farmyard of Edgbaston with an enclosed werf on three sides (FIG.13.1).

It should be noted that there was a *notarial deed of servitude* between the Bairnsfathers (of Brownhills) and Laurens J. Smith of Weltevreden, dated 20 February 1920 (Appendix I). It entailed a spring (on a portion of Harmonie) whose water was led to a well and drawn up by means of a windmill on Brownhills, but Weltevreden had access to the waters under certain conditions.

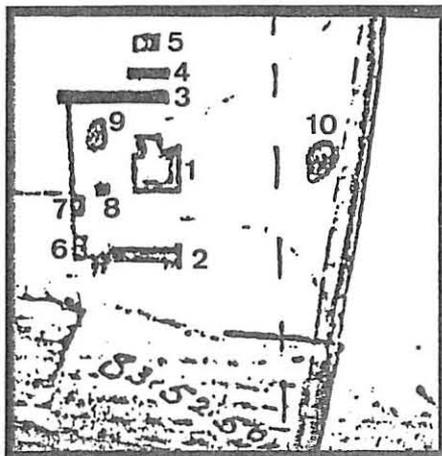
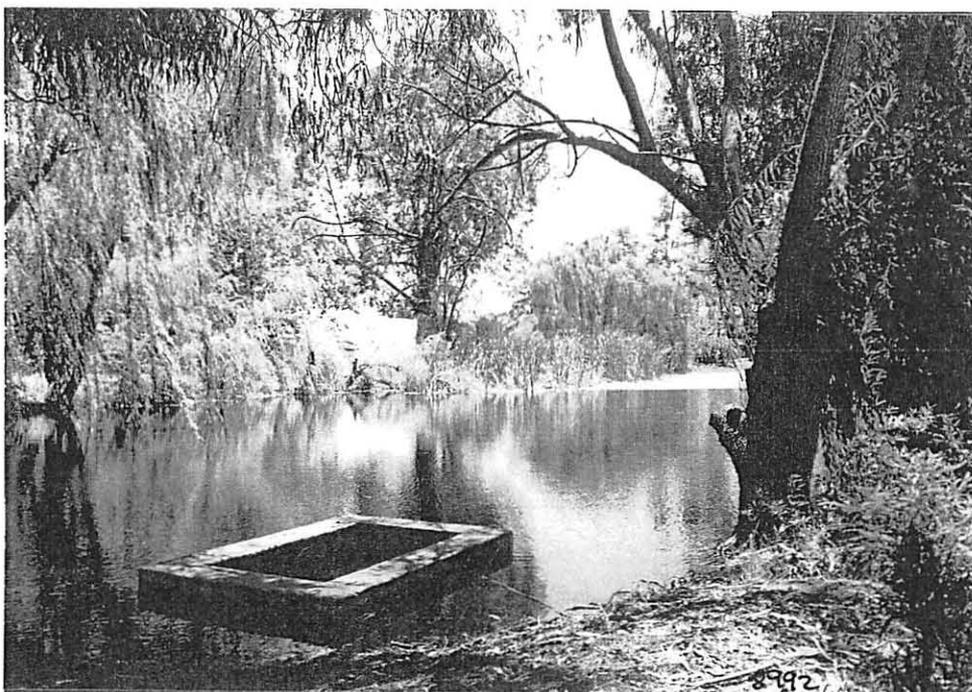


FIG.13.1 In this close up of the 1920 farmyard, the buildings have been identified as follows:

1. Central homestead (c.1800?)
2. De Balke (c.1825)
3. Barn (core c.1830, extended c.1900)
4. Outbuilding
5. Kraal/shed?
6. Small outbuilding (existing)
7. Outbuilding (existing)
8. Outbuilding (existing)(pyramid roof)
9. Oval dam
10. Oval dam



2. A view of the upper dam (no.10) near the road. The dam walls are quite high (>1960), being filled from a servitude pipe from Morgenhof during winter. The overflow from a borehole actually fills most of the dam (personal communication, Theo Pykstra).

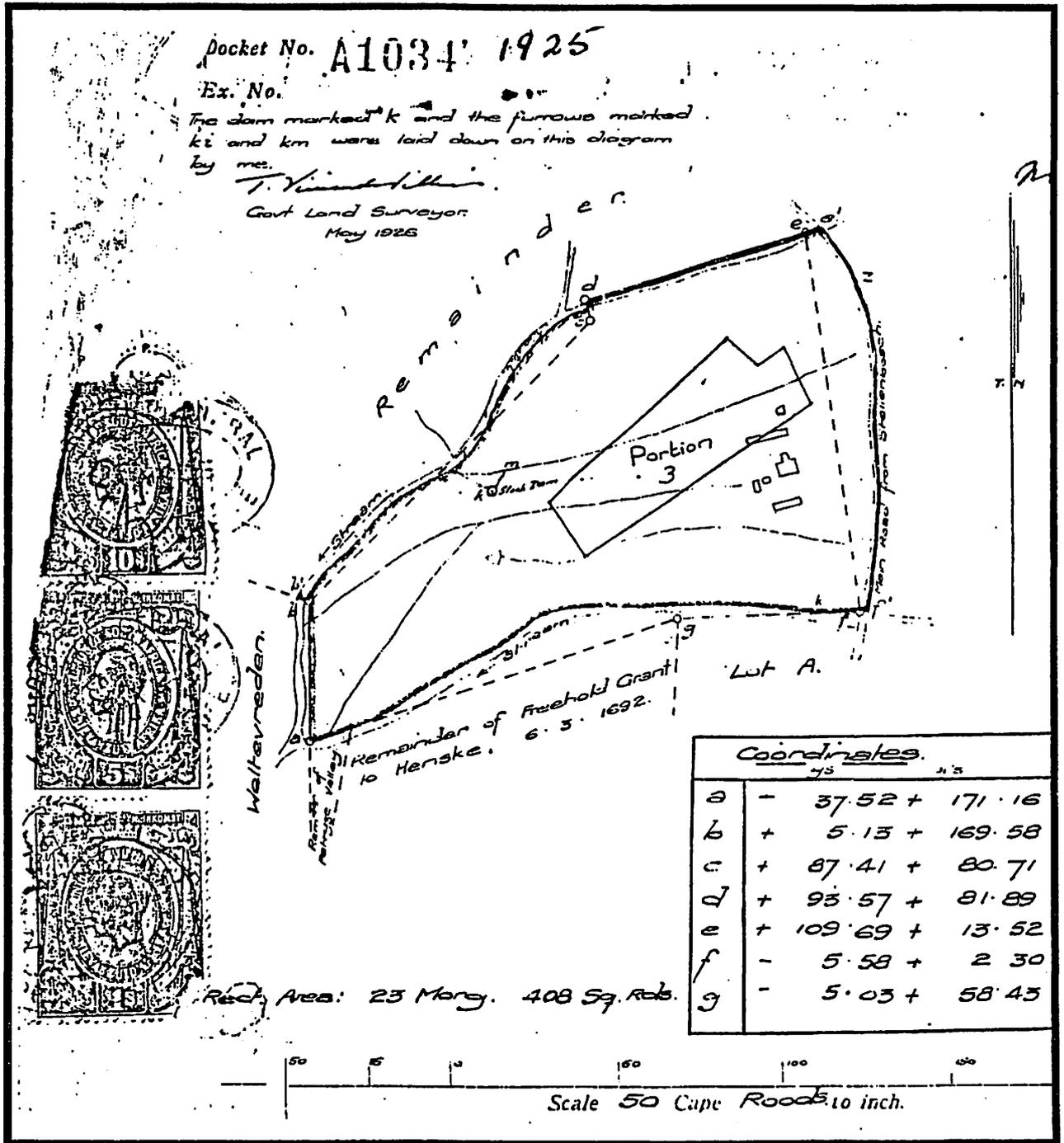


FIG.14 In 1925 Woodlands was sold to W. Couper and this plan which also outlines most of the buildings as in 1920. Take note that Portion 3 Edgbaston is INCORRECTLY projected unto the site. A few furrows and two dams are also visible (Deeds Office, Cape Town).

Wybrow sold to McGregor (1920), he to Gallon (1921) and he in 1925 sold *Woodlands* (24m 420r²) to William Couper within which *Portion 3* of *Edgbaston* lay (FIG.14). He built a big house (later used as a guesthouse) and in a nearby outbuilding he had a large organ installed which he played regularly (Personal comm. Eric Prain). From the deceased estate of Couper, James Rennie bought this land in 1936, being also the owner of *Brownhills*. During the middle of WW II, Johannes van den Bergh bought the place for 3000 pounds in October 1942 as a nominee by *Miranda Estates (Appendix J)* and resold it one month later to *Miranda Estates (Pty) Ltd (Appendix K)*. Two Cape Town business men, Issy Harris and Sydney East, traded under this name. They used it as a wartime guest farm and called it *Beverly Hills*, in commemoration of the same suburb in Hollywood! Mr Prain recalls that they brought their guests via a horse and buggy from Du Toit Station (FIG.15).

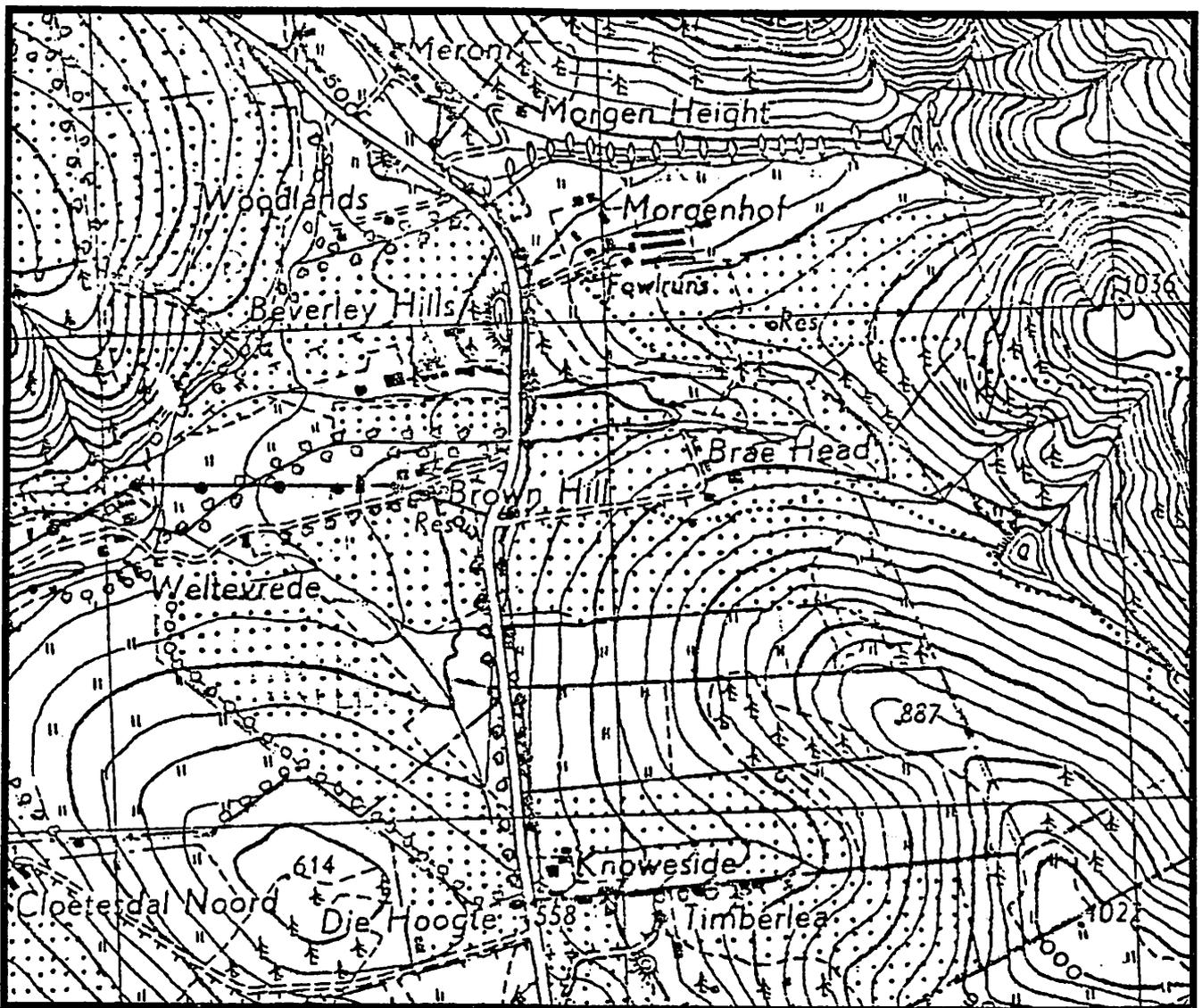


FIG.15 A topographical plan of the area of about the 1950s, which depicts *Woodlands* in the north, *Beverly Hills* in the middle and *Brown Hills* in the south. The central homestead on *Beverley Hills* has been demolished and the large hotel westwards is shown (Cape Archives M3/3144, Cape Town).



3, 3.1. Front and back views of the old guesthouse (>1925), with modern additions when it functioned as a hotel. It has been greatly altered and is seen here shortly prior to demolition.



3

3.1



4. In the hallway a single old door remains.

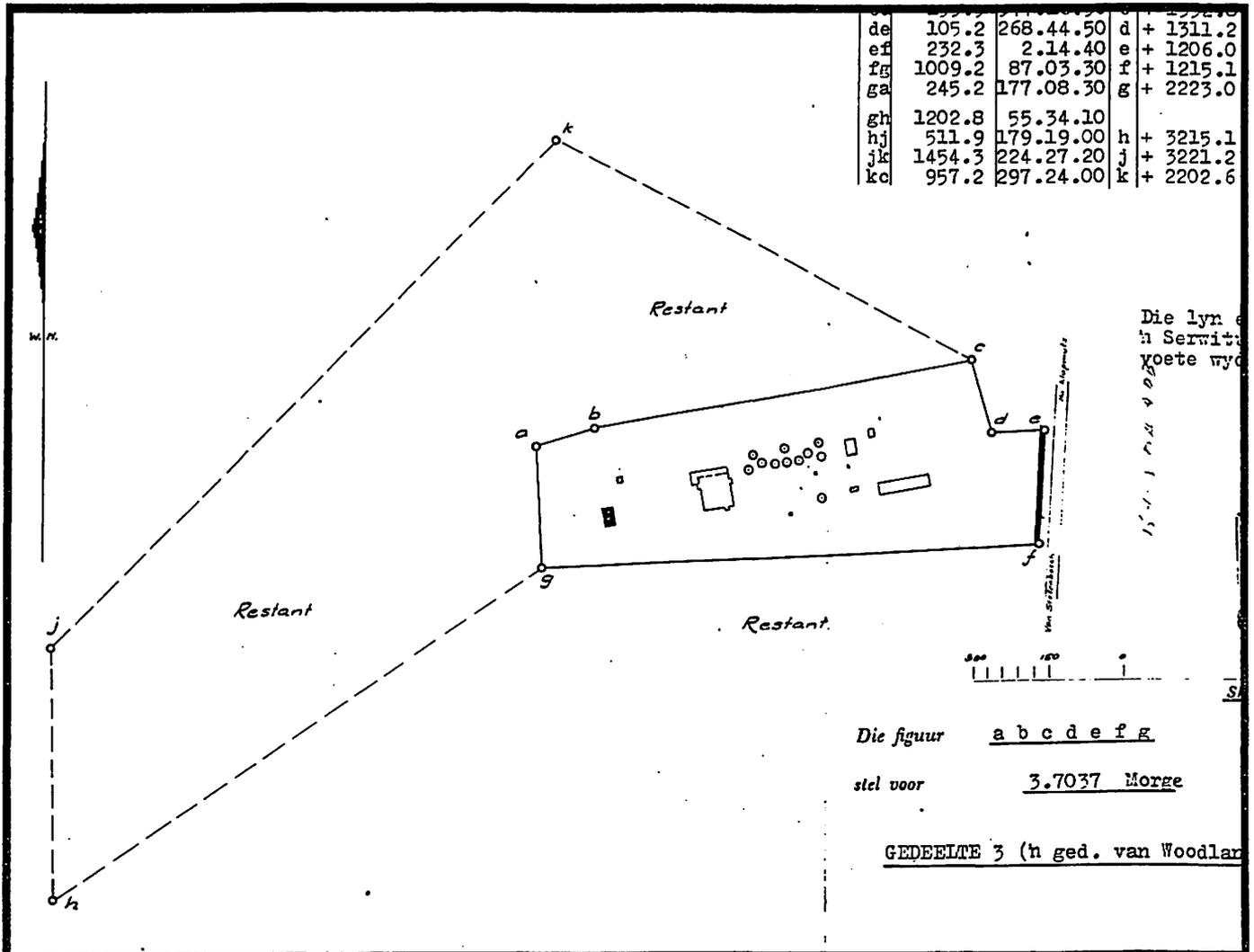
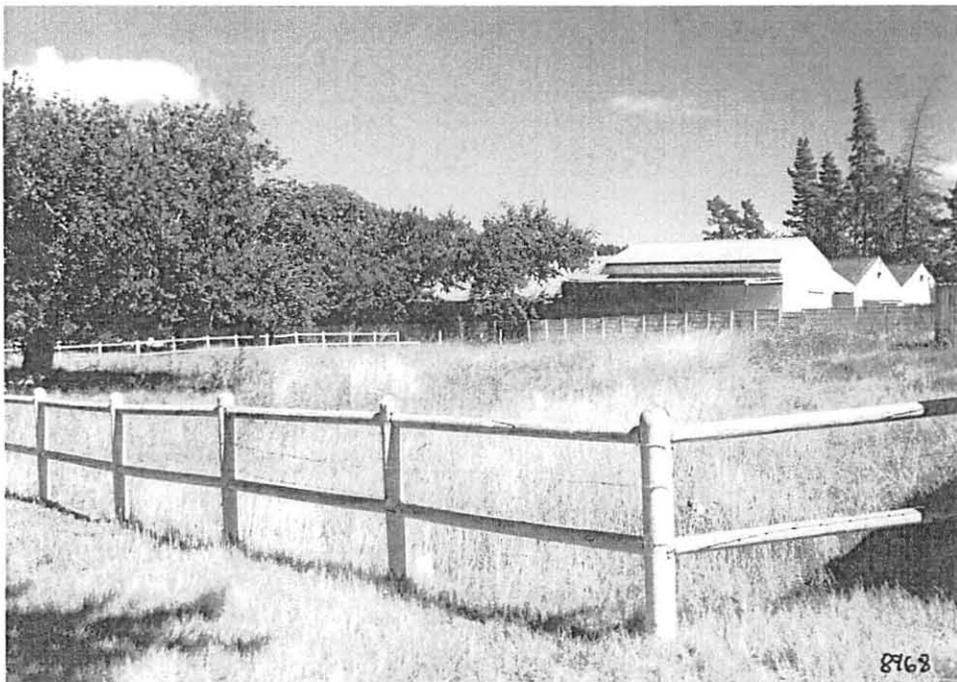


FIG.16 In December 1951, the farmyard was depicted in greater detail when a portion was deducted, the present Edgbaston. Note De Balke with the three small buildings surrounding it. About 11 rondavels have been erected with the hotel at it's western perimeter. Three little black squares may indicate boreholes.

Eric Harding Prain bought the property from them, still trading under the name of Miranda Estates, towards the end of 1948. According to him the pear orchards were derelict and the place was run down. He re-established the farm as a going concern, sinking a number of bore holes as the windmill-well was no longer adequate. He built the new Packham homestead and cold-storage rooms for the Packham pears, which he grew on a large scale. It appears that the property was re-surveyed in 1951, showing the more recently erected rondavels and hotel (FIG.16).

In 1959 he subdivided the farm into two parts (see FIG.16).

A. 9.4.59 Packham Estate (north) with an old outbuilding and 20th century sheds to Theo Pykstra as the main shareholder.



5. A view towards Packham farm where three modern sheds have been added. Directly behind the oak trees is another old outbuilding of c.1825, but much altered.



6. A view of the old building, but this northern wall has been rebuilt and another wing added on its western perimeter (looking N).

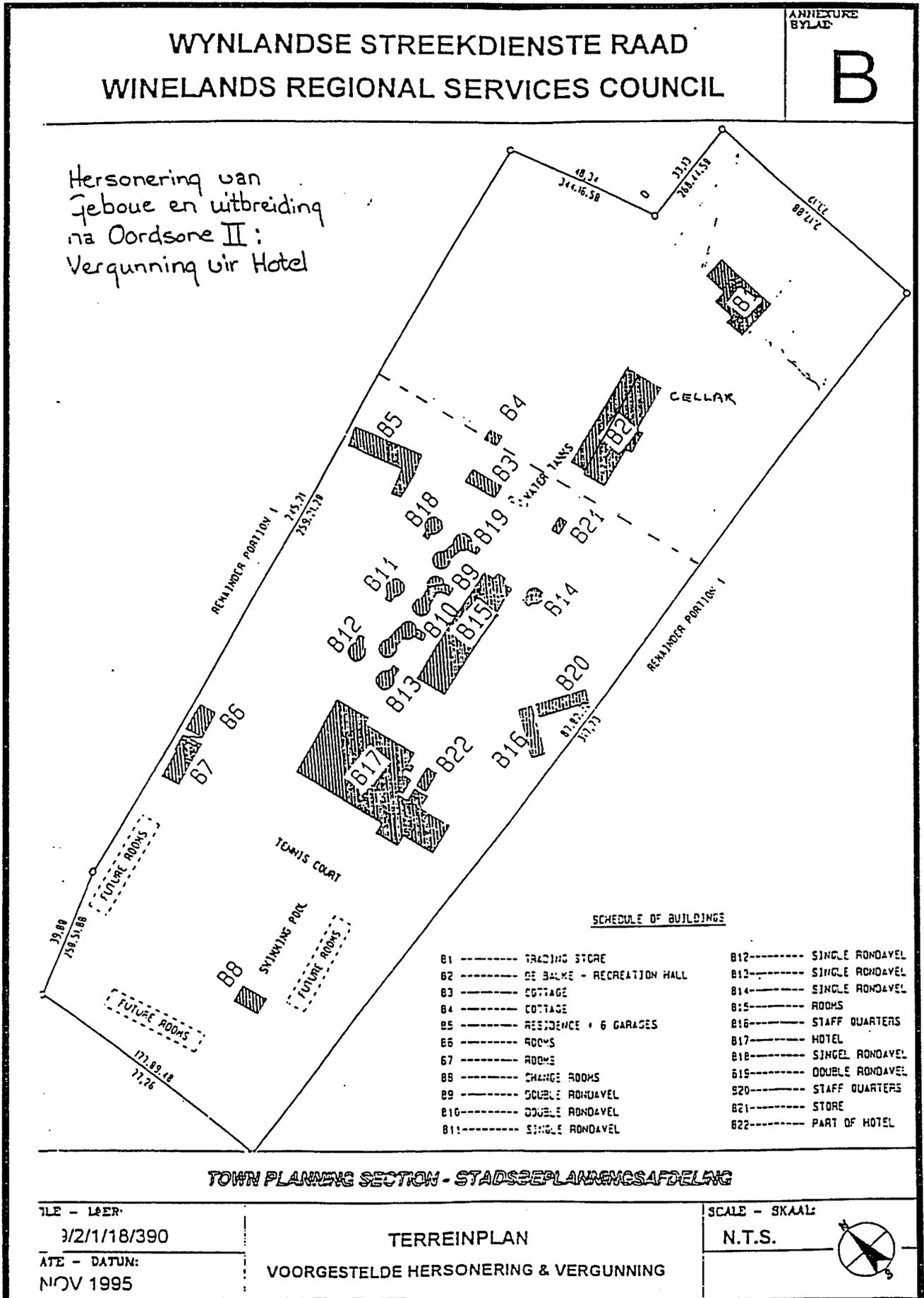


FIG.17 In a November 1995 plan all the buildings and rondavels of Edgbaston have been documented and identified, including De Balke (B2)(1820s), store (B2), and cottages (B3, B4), all of c.1900 (Winelands Regional Council 1995).

B. 9.4.1959 The new owner of the southern part, Heinz Gustav Erich Shell, continued to run the guest farm (size 3.7037m).

29.10.1963 The new owner (unidentified) of *Edgbaston* traded under the old name Beverly Hills Hotel (Pty) Ltd. The outbuilding *De Balke* was turned into a drinking and dancing hall, accompanied by music. It was quite popular amongst the young and the students.

In 1995 John Schooling bought the property and renamed it the Wine Route Hotel (Farm No 104/3, Edgbaston). By late 1999 the property was rezoned from Agricultural Zone 1 and Resort Zone II to Hotel to Resort Zone II and consent use of a tourist facility (Winelands District Council)(FIG.17). On a modern plan the old boundaries have been projected, to establish the positions relative to modern landmarks (FIG.18).

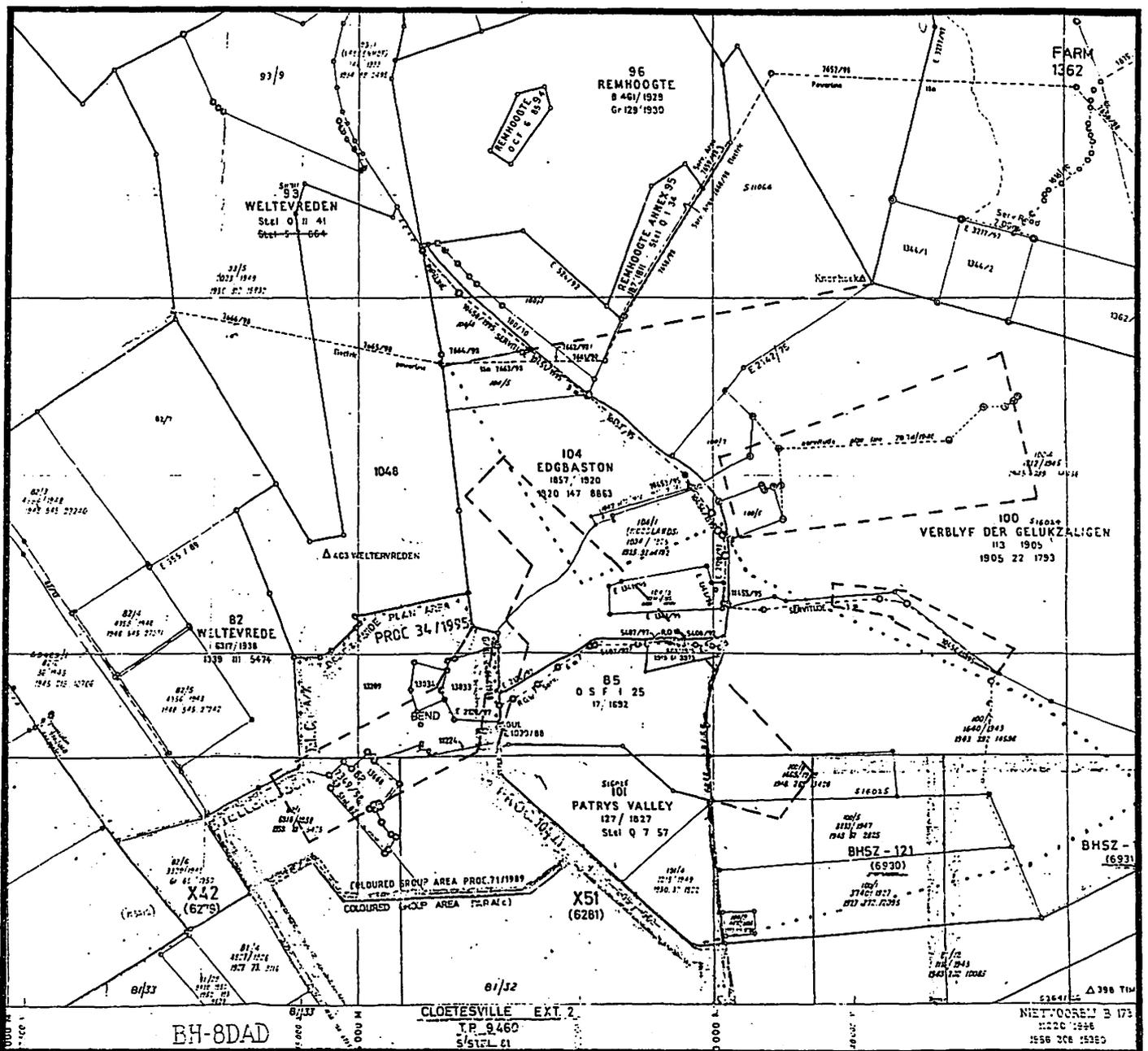


Fig.18 A land surveyor's map details the modern boundaries of the area. The old land grants of Patryse Valley and Morgenhof (1892 map) have been projected onto the plan to clarify their positions (S.G. plan BH-8DAB, 1957, 4.11.1999).

In 2005 the eastern third of the property was acquired by Western Crown Properties 86 (Pty) Ltd. (FIG.18.1). Their intent is to erect a Boutique Hotel with 45 rooms and converting the Cellar to a Restaurant (see Jacobs 2008:7, Property history and associations) (FIG.18.2, FIG.18.3).

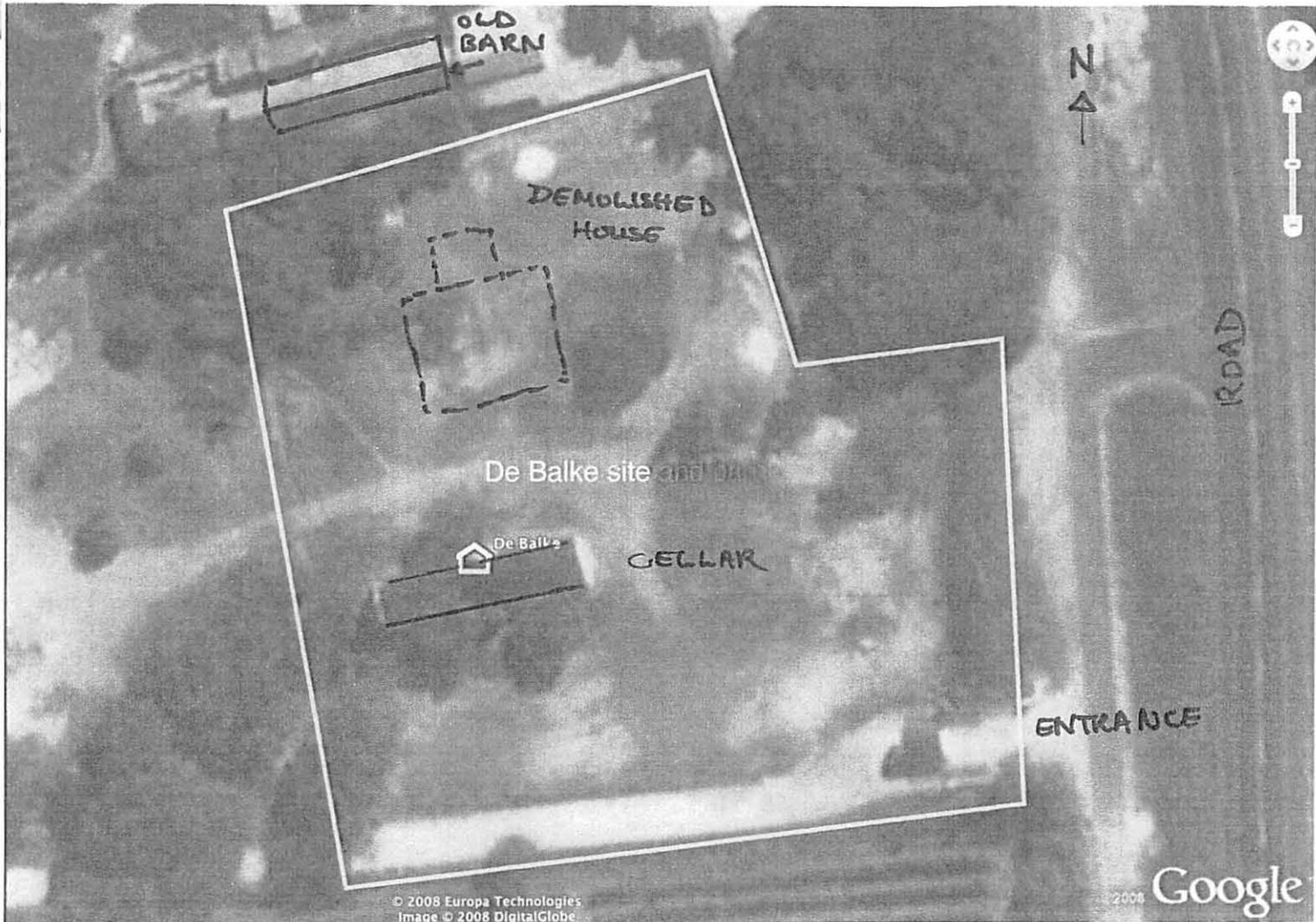


FIG.18.1 Aerial view of the farm Edgbaston, Portion of Portion 3. I have projected the approximate position of the main house on the plan. Note the cellar and the northern barn (Google, via Horne & De Kock Architects, Stellenbosch).



6.1 View of the werf towards the Packham Estate and its old barn. Oak trees appear to form a rectangular corner.

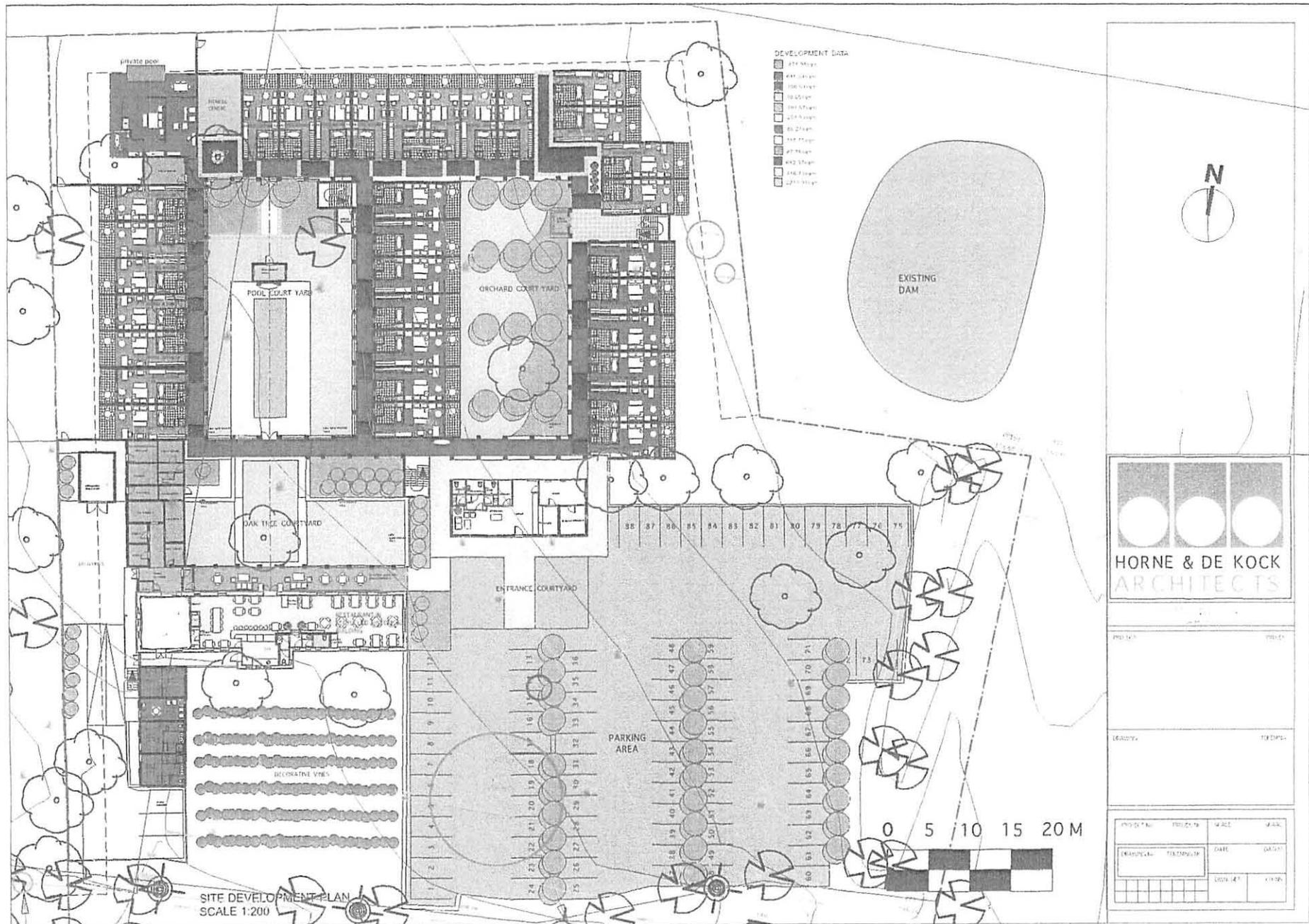


FIG.18.2 Site plan of the Patrijse Valleij, Portion Edgbaston, showing a layout of the

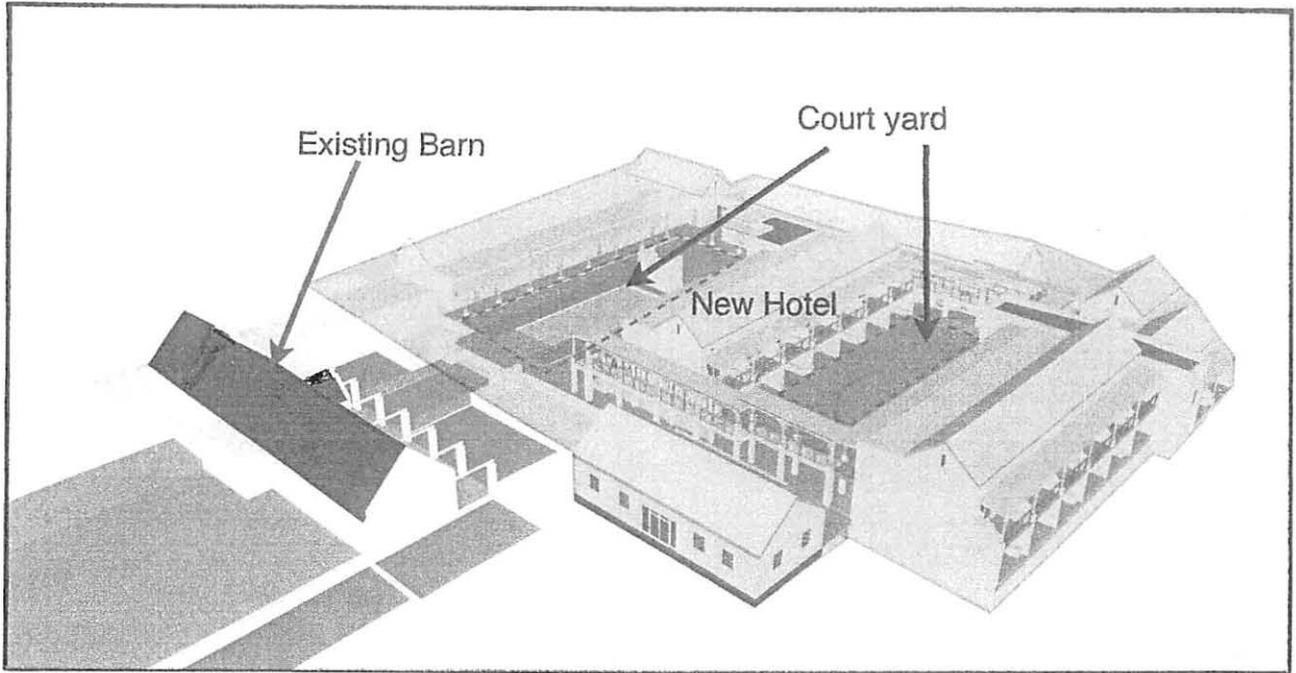
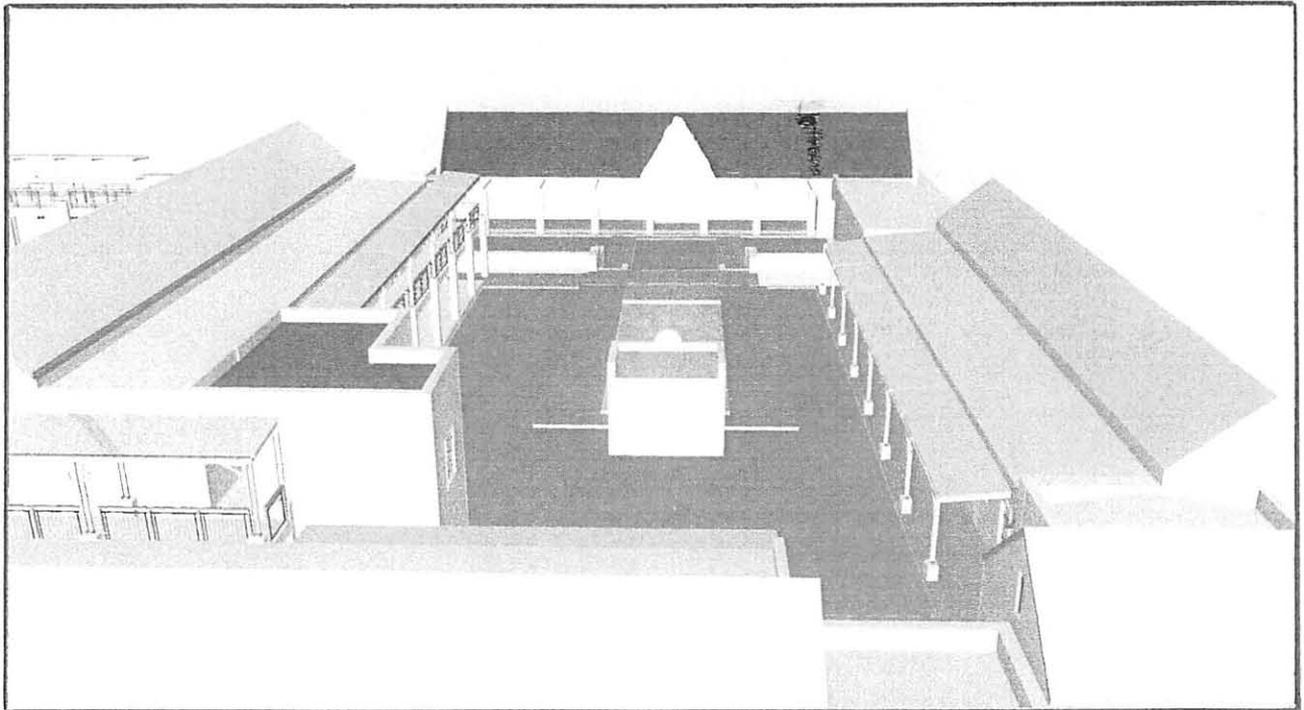


FIG.18.3 Two views of the proposed project with the Cellar on its outskirts (cellar slightly amended by Vos) (Horne & De Kock Architects, Stellenbosch).



6.2 View of the Cellar as at present. On its right is a grove of poplars, planted by the 1790s for building purposes and firewood.

PATREIJSE VALLEIJ : DE BALKE

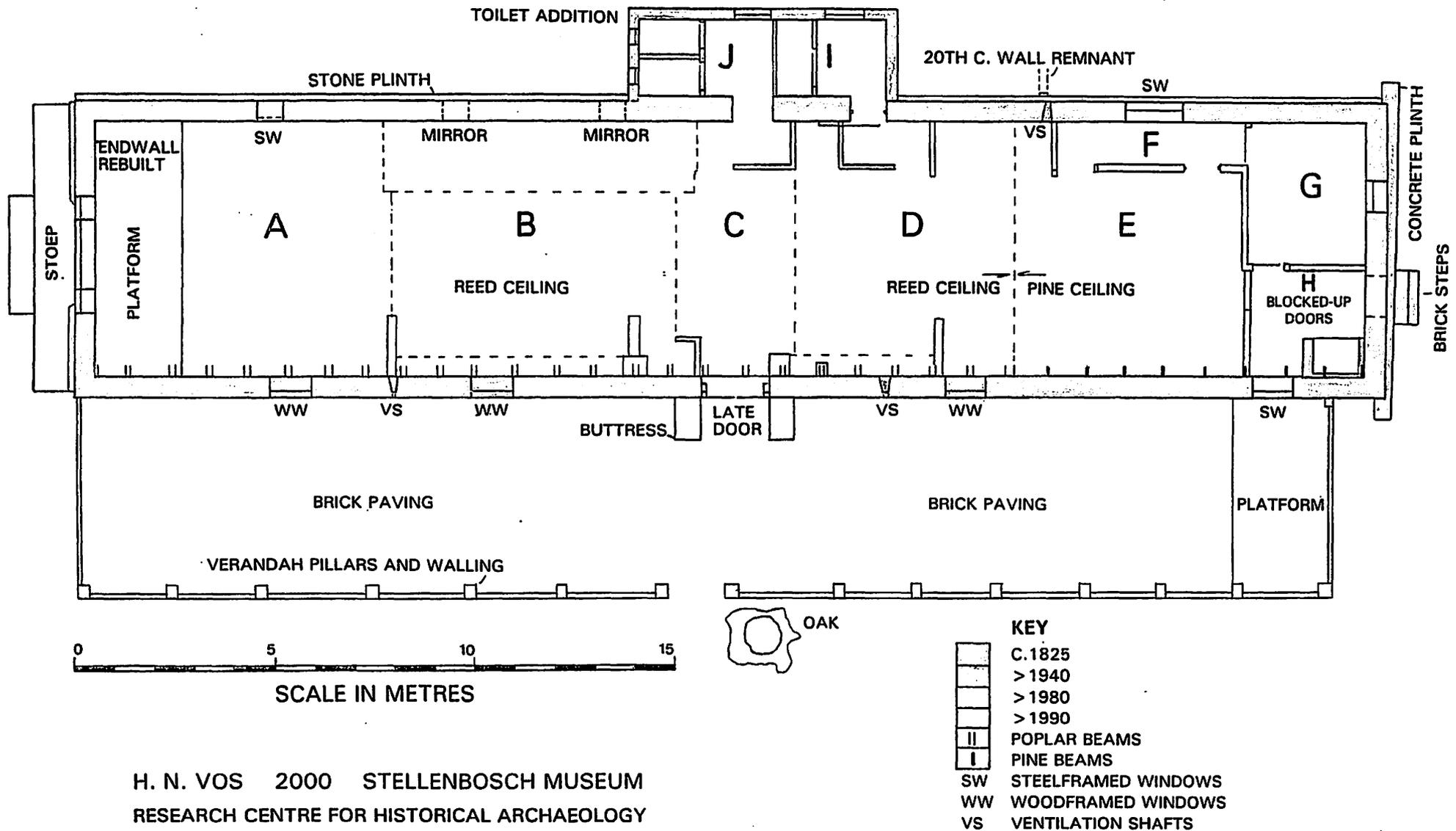


FIG.19 Ground plan of De Balke which details the time periods and various additions or alterations (Vos, Jan. 2000).

3 STRUCTURAL INVESTIGATION OF DE BALKE

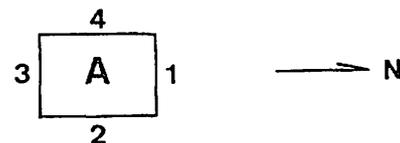
3.1 INTRODUCTION

The key to reconstructing the history of the development of De Balke, which was probably once a wine-cellar, lies in the dating of the relative ages of the different materials. Only limited sections of the original fabric were visible, and even then not at crucial places (FIG.19).

One of the few chronological standards to go by is the stylistic front gable which indicates its construction date. What existed before that date, what dates from that time and what came afterwards, had to be established by relative dating methods. This is done by looking at wall thicknesses, construction materials like brick and stone, and the mortar utilized. At the basis of this archeotectural method (archaeological techniques applied to above-ground architecture) lies the (proven) assumption that different materials are equated with different periods.

At this time no archaeological investigations were possible. Moreover, the building had been altered in the past and very little original plaster was available from which dates could be determined.

The building is subdivided into theoretical and existing smaller units to facilitate reference to specific walls or features. Each room is designated by an alphabetical letter and the walls are then numbered in a clockwise direction from NORTH. For example the designation A3 indicates Room A, wall 3.



3.2 DESCRIPTION

The outer dimensions of the cellar are 33m x 7.3m, with standardized walls of about 52cm. The foundations are probably river stones but above the surface (see especially at the back), the plinth-wall was built-up of dressed sandstone and granite, laid in yellowish clay mortar. The latter is obtained from the site and contains numerous small pebbles, just as do the locally manufactured bricks, mostly low-fired and light orange in colour.

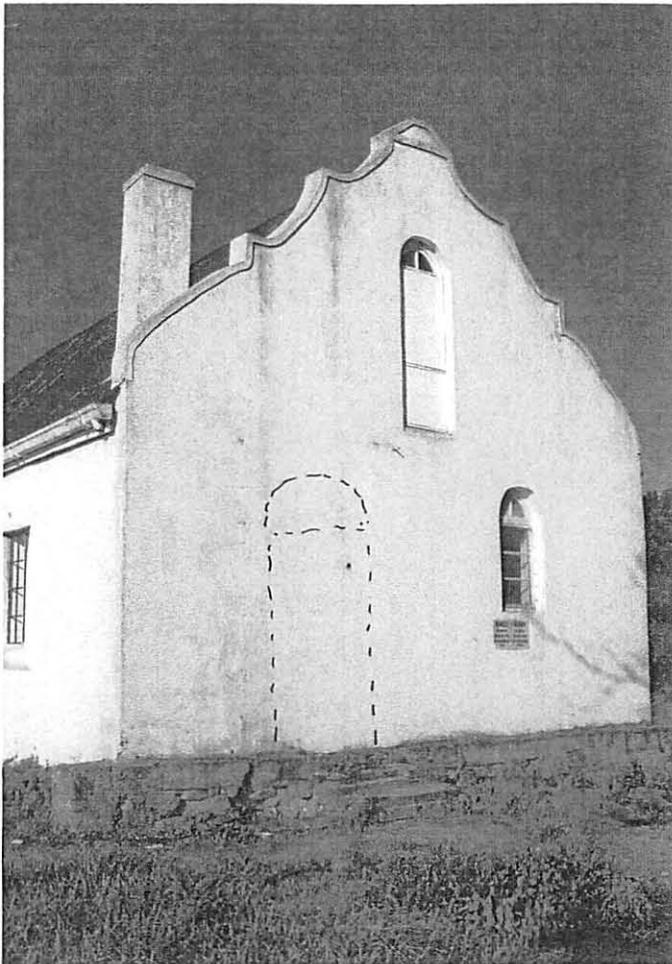
As the old plaster was practically all replaced with cement (>1960), which was extremely hard, the walls could not be properly inspected. Apparently the walls above the plinth were immediately built in clay and brick, and were not built up for about 50-60 cm in stone, the general practice. This may explain why both the inner and outer plaster layers were replaced in cement, due to moisture penetration of the soft bricks.



7. The western endgable of De Balke has been rebuilt during the early 20th century and the loft door and window are of the same period. Note the chimney stack.

8. The eastern endgable has been rebuilt from its foundations and a mock gable was erected with an older doorway in the loft.

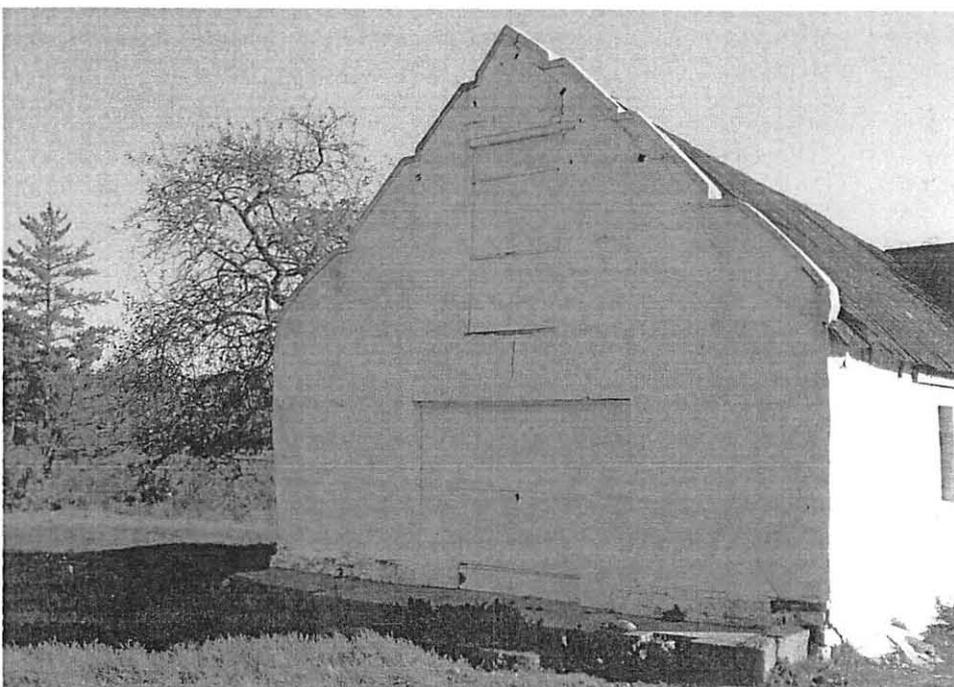




8.1 The western end-gable with original fabric below, but the upper gable is rebuilt in modern brick and cement. It is probably a copy of the original collapsed gable. Note the steps to the block-up door.



8.2 The block-up door of the interior Room H of the endgable. Its outline suggests a solid door with an arched fanlight, either glazed or with iron spikes, common for this type of building (looking W).



8.3 The eastern endgable as at present with the removal of the later, lower fenestration (see title page).

The eastern gable (A2) has been completely rebuilt from floor height in modern brick and cement. The gable outline is thus suspect and is probably a recent simplified innovation. The western end gable has similarly been rebuilt (particularly) the loft section. The design of this *hol-bol* gable may represent a simplified copy of an original. Both these gables should be rebuilt in the style of c. 1825-1835 (See e.g. Assegaibosch)(FIG.20).

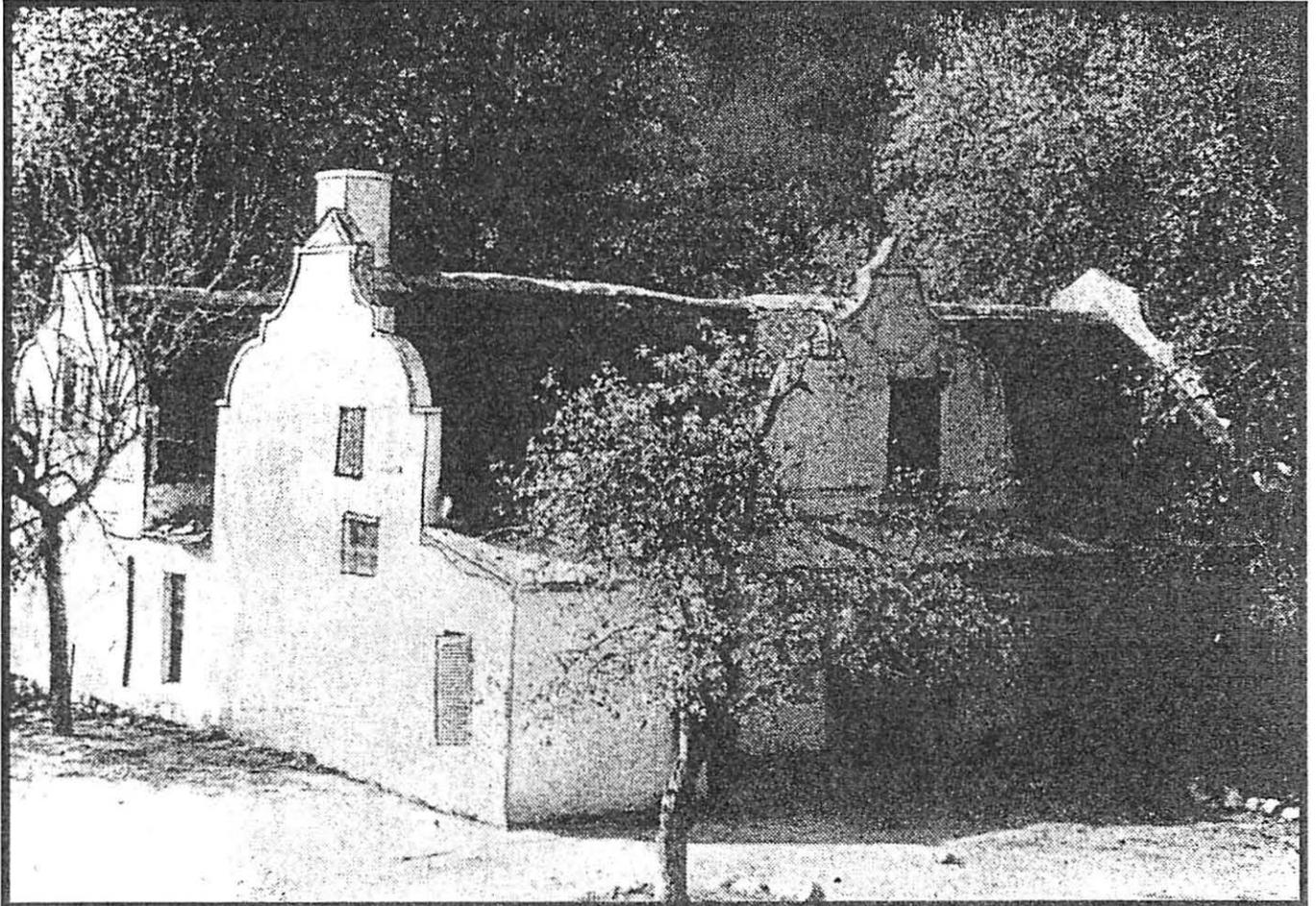


FIG.20 The endgables of Assegaibosch (c.1833) could be used as types for the reconstruction of Patrÿse Valleÿ (Fransen & Cook 1965:61).

The original floors (generally clay and/or cobbling) have been replaced with boards (Room A) and the rest with hardbaked brick tiles. Interior alterations include seating arrangements against the wall, and the installation of two bars, with toilets added at the back. Towards the front a flat-roofed verandah has been added by the 1980s. No original woodwork has survived in the walls. Much of the beams, reed ceiling and clay loft are still intact, and even the old roofing timbers. The corrugated roof has not clipped the gables and probably dates after 1950.

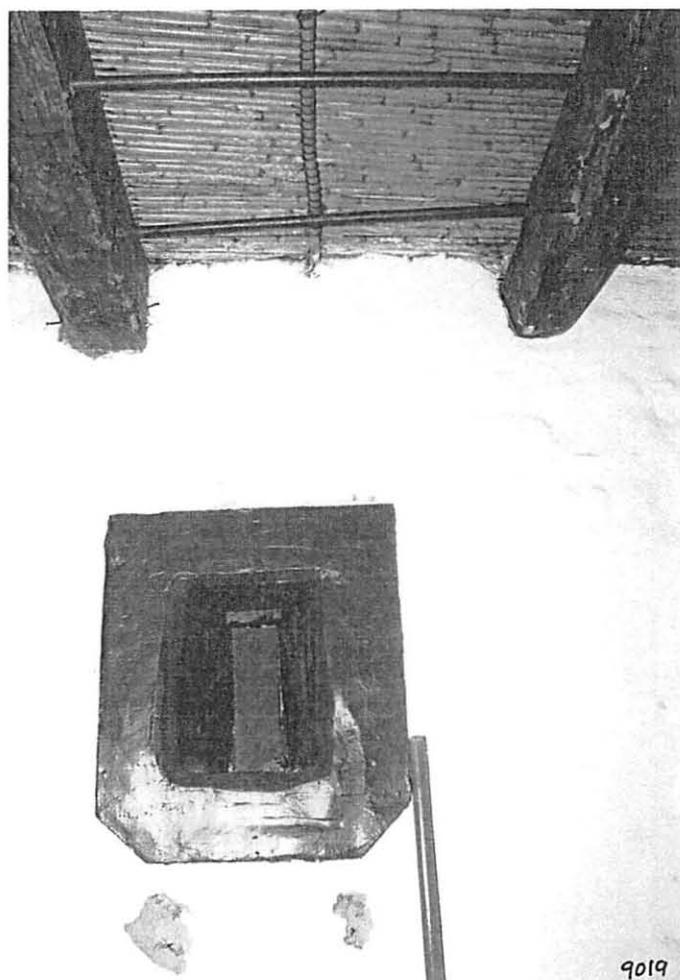
A more detailed explanation follows of the building, which has been divided theoretically into rooms to facilitate its description.

3.2.1 ROOM A

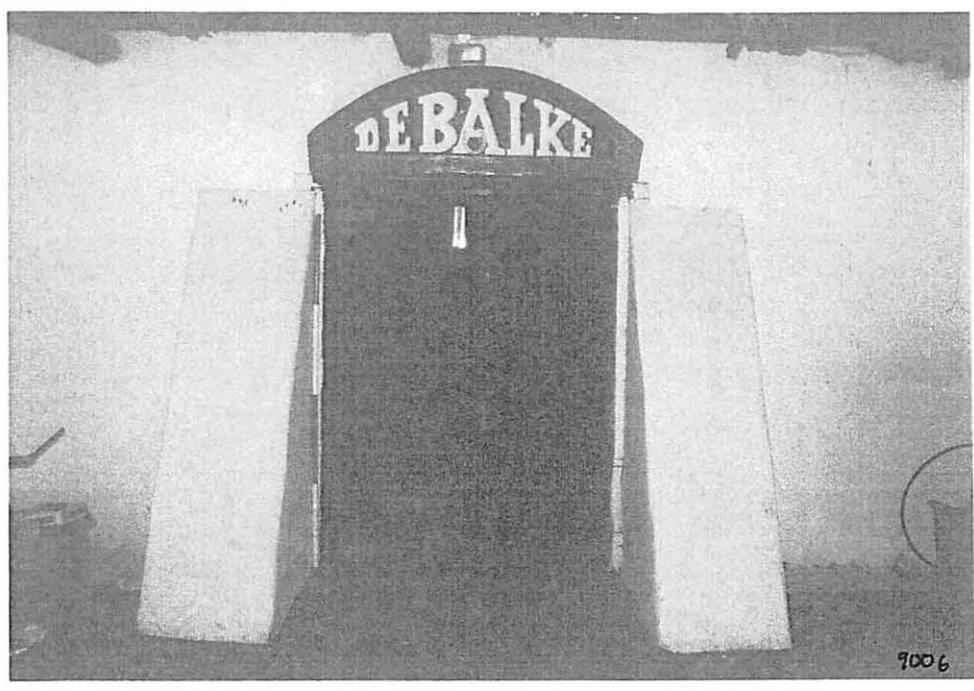
The three wooden casement windows of the facade possibly date to the 1950s and may have been re-used in their present positions. Whether there were earlier windows is debatable. There is uncertainty whether there was any door in wall A2. The modern glass/wooden doors are a c. 1996 replacement of another modern door. The stoep and step are earlier (1950). In the eastern corner of wall A3 there are signs of a recently blocked up opening. The steelframed window has been closed off, while two similar windows in B2 have been converted into mirrors. A wooden boarded floor covers Room A, as well as a cement platform (for a band).

3.2.2 ROOM B

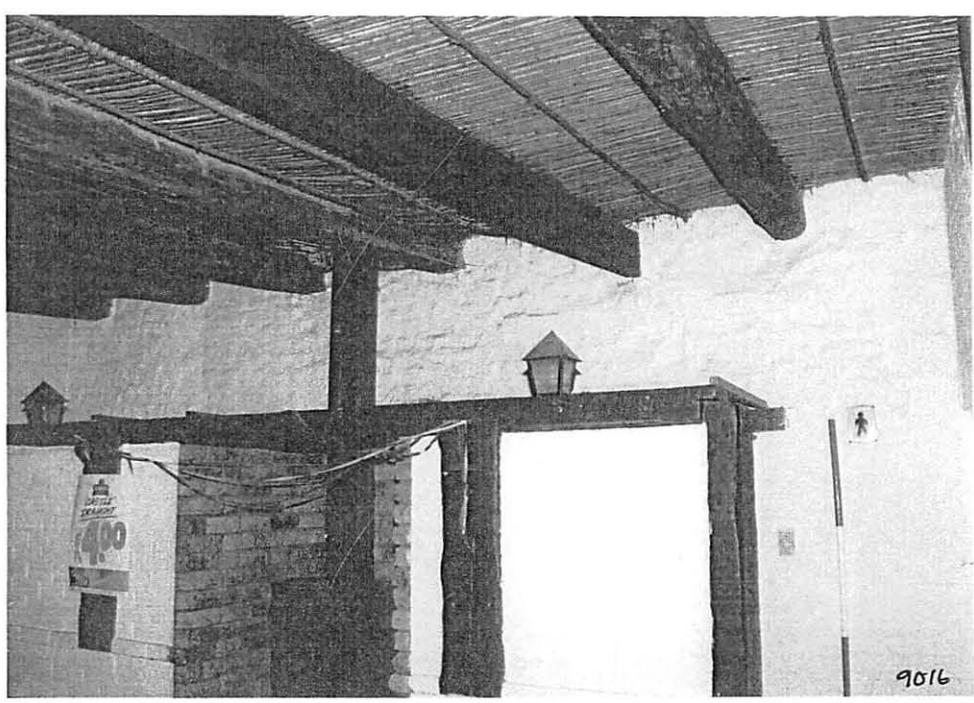
From here westwards the rooms have been fitted with brick tiles (22.5 x 11cm) dating to the 1980s. A modern bar counter (B3) and seating (B1) has been added. Note that there are signs of a ventilation slit (base is 195 cm from floor), which has been embellished with a raised surround, painted green. A similar decoration was used for the facade windows, air conditioners and the slits.



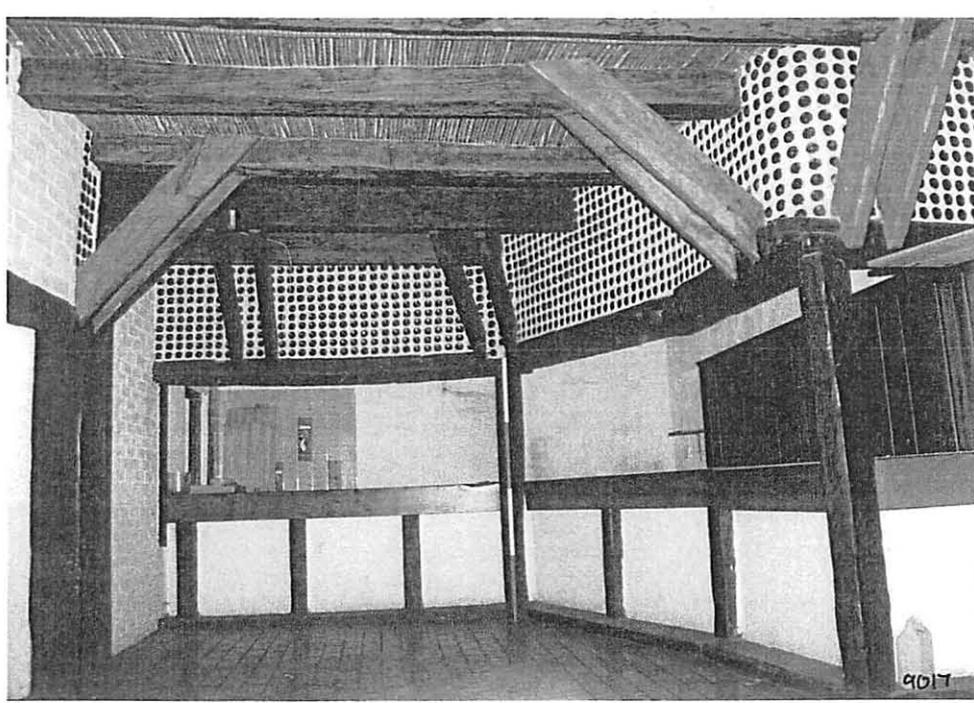
11,12. In wall A1 there is an original ventilation shaft or slit which has been decoratively moulded. There was probably a whole row of them (looking north).



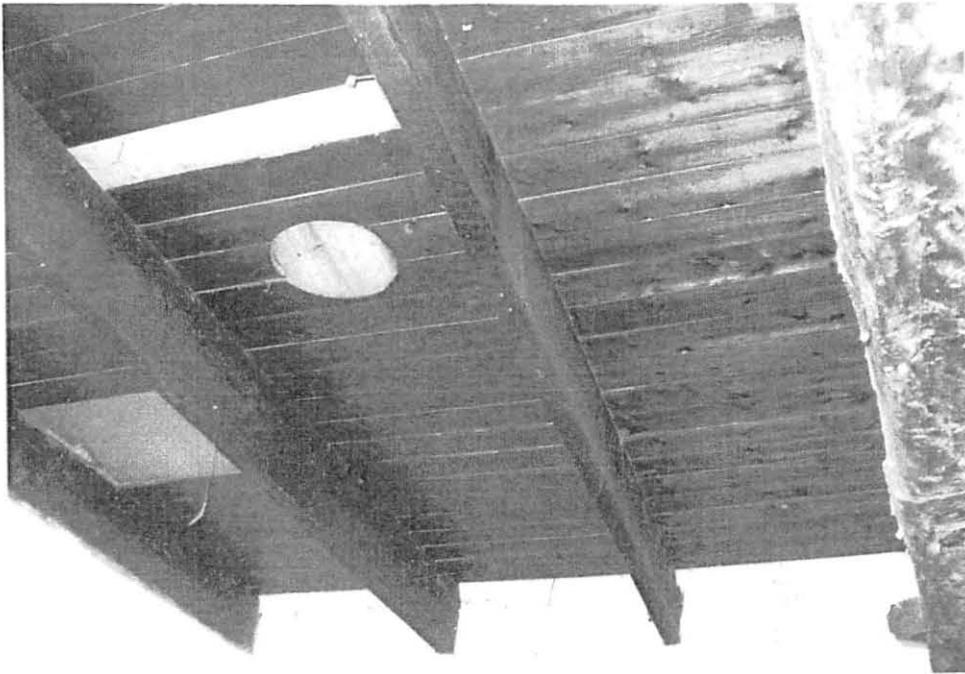
13. The original entrance has been replaced with two modern doors and in the process the walls were weakened, requiring two buttresses (>1920)(Pardon the poor quality of the photo).



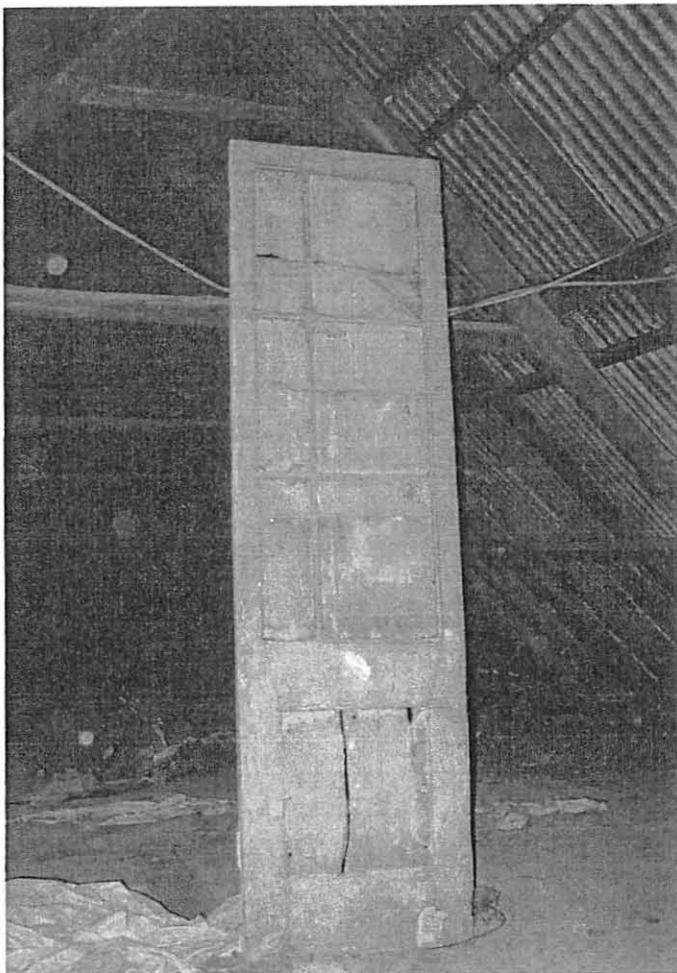
14. In wall D3 (back) above the men's entrance a lintel (1) indicated an older opening. Note the one beam (2) that has been replaced (looking S).



15. A view of the modern bar-counter in rooms D/E (looking west).



15.1 On the western side of the cellar (Room E), the clay brandsolder and reeds were replaced with ordinary deal beams and ceiling boards (looking NW).



15.2 In the loft this door was found, probably one of a pair of leaved doors. It is glazed and has a panel below. It looks early to mid 19th century and may be part of a screen. Did it originate from the main house after it was demolished?

3.2.3 ROOM C

The two solid leaves of the front door probably date from the 1980s. There appears to have been an earlier doorway, which when removed, led to collapse of the wall. A relieving arch was built above the present doors and the solid buttresses were added outside. A buttress on the inside supports a beam that has rotted.

3.2.4 ROOM D

Another ventilation slit is situated in D1, but at a height of 223cm from the floor. It is unusually high and its authenticity uncertain. A particularly broad beam (230mm wide)(D4) may be indicative of a wall that was once built here.

3.2.5 ROOMS E/F

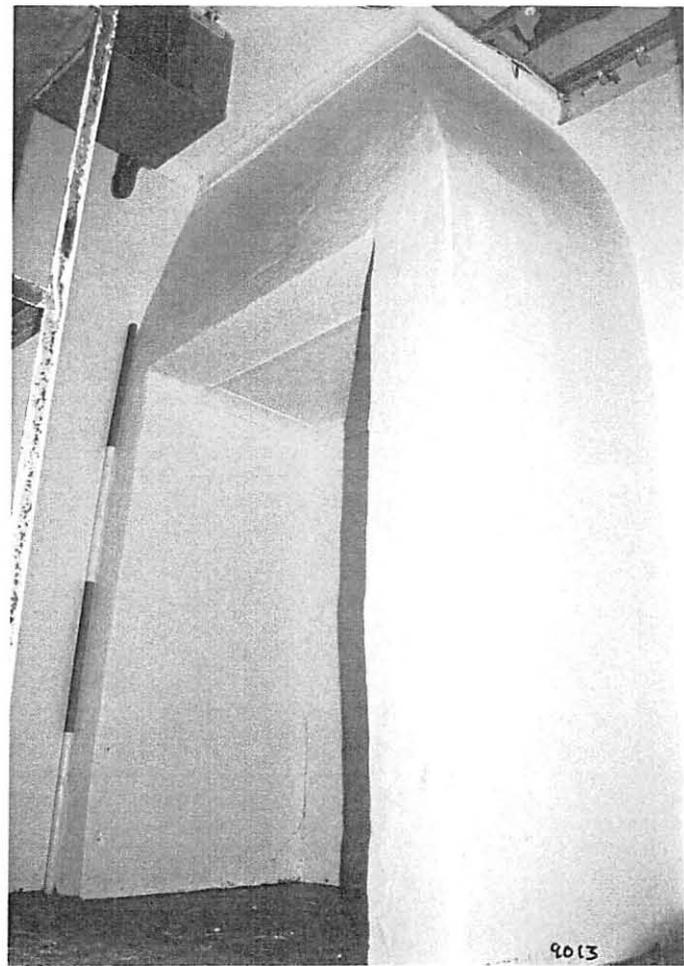
From here to the end wall GH4 the ceiling structure has been replaced with rectangular pine beams (30x8cm), supporting a boarded pine ceiling. It probably replaced the clay loft between 1920-40. Wall E3 displays the only positively, identified ventilation shaft at 1.74m from the floor. Its 54cm vertical opening on the exterior is also still visible. The passage F contains a steelframed window (> 1950).



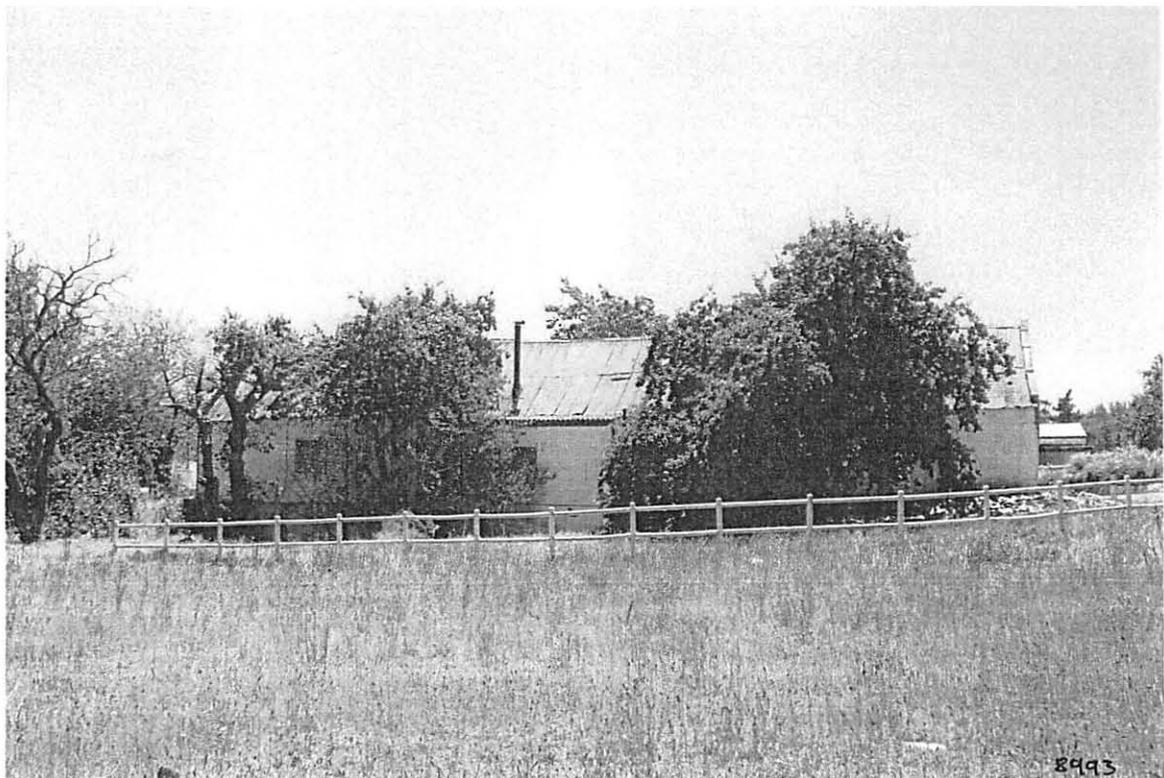
16. At the back of De Balke (E3) is the only exterior slit (1) still visible, two metres above the plinth. The latter (2) is built in dressed granite and riverstone (looking N).



17. Room G has been turned into a kitchen and contains a door leading to the cold-storage Room H.



18. In Room H there is an early 20th century chimney/hearth in modern cement and brick (scale:2m)(looking NW).



19. A rear view of De Balke indicates its dilapidated corrugated roof. Note the toilet addition in the centre.

3.2.5 ROOMS G/H

These two rooms appear to be contemporaneous, and are about early 20th century. Wall G3 has the only intact plaster in the building (late 19th) and the sublayers indicate a pink morello wash, typical of kitchens of this period, which lasted into the early 20th century. The window and loft door also appear to be contemporaneous and are later additions (> 1930s).

Room H contains a walk-in chimney flue (in hard brick) and appears to be part of an early 20th century kitchen. During the 1940s this room was converted into a cold storage room.

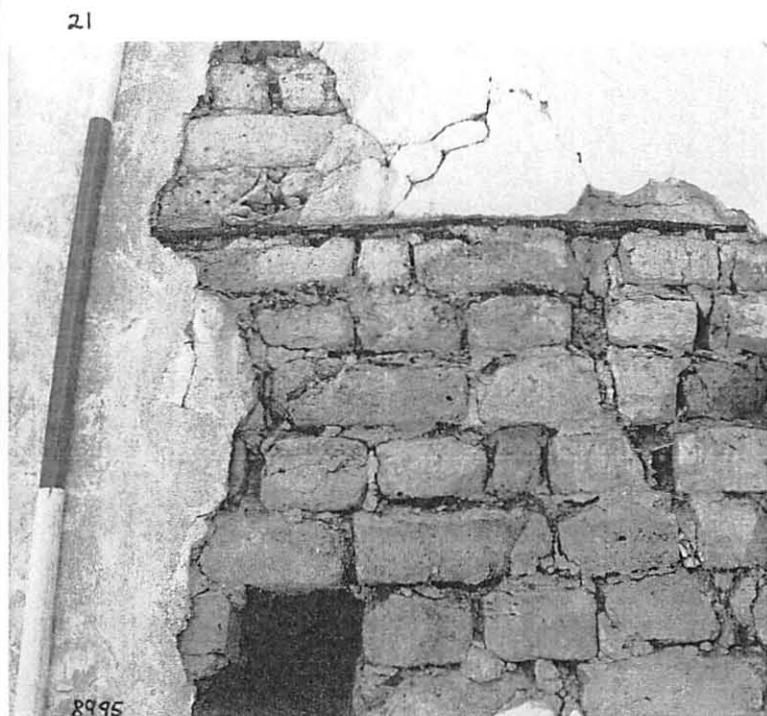
3.2.7 ROOMS I/J

At the back of De Balke toilet and wash facilities for men and women were added, probably by the 1960s. Here at the back there is an exterior drop of up to 1.54m in height, indicating the building was erected on a slope. In front of Room I (D3) there are signs of a lintel of 8x154cm at a height of 2.56m. Does it indicate an older opening?



20. On the far west (rear) the plaster is badly cracked with an existing hole (scale:2m)(looking N).

21. A close-up shows the brick-work to be low-fired and of poor quality. Note how few bricks are complete.



Joy

From: Carien van Wyk [carien@rabie.co.za]
Sent: 18 August 2008 04:06 PM
To: Joy
Cc: Nicola Villarini
Subject: RE: Eden on the Bay - Shop 12 - Asian Fusion

Hi Joy, thanks, I have received it.

On your earlier question:

An external marketing company will be appointed to handle the marketing (still to be appointed).

Hope this answers your query.

Kind regards
Carien

Carien van Wyk | Portfolio Administrator

+27 (0)21 550 7000 (t)

From: Joy [mailto:joy@prosperito.co.za]
Sent: 18 August 2008 03:54 PM
To: Carien van Wyk
Subject: Eden on the Bay - Shop 12 - Asian Fusion

Hi Carien

Reference the above, please find attached the Irrevocable Offer to Lease along with the Surety's ID, Certificate of Confirmation in respect of the CC, ITC check and copy of a cancelled cheque for your further processing.

I have also attached a copy of the letter sent to the tenant advising of your management of Eden on the Bay.

Kindly acknowledge receipt hereof.

Regards

Joy Christians

tel: 0861 000 202
fax: 0861 000 102
email: joy@prosperito.co.za
www.prosperito.co.za



PROSPERITO
CREATION THROUGH INNOVATION

Uitzicht Building
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163 Hendrik Verwoerd Avenue
Platteklouf, 7500

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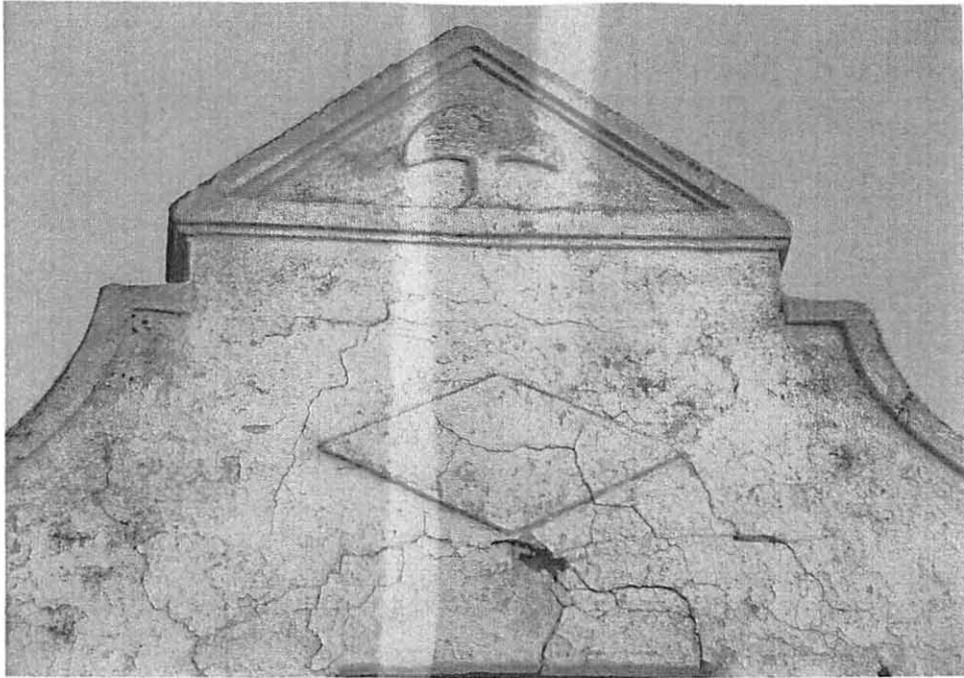
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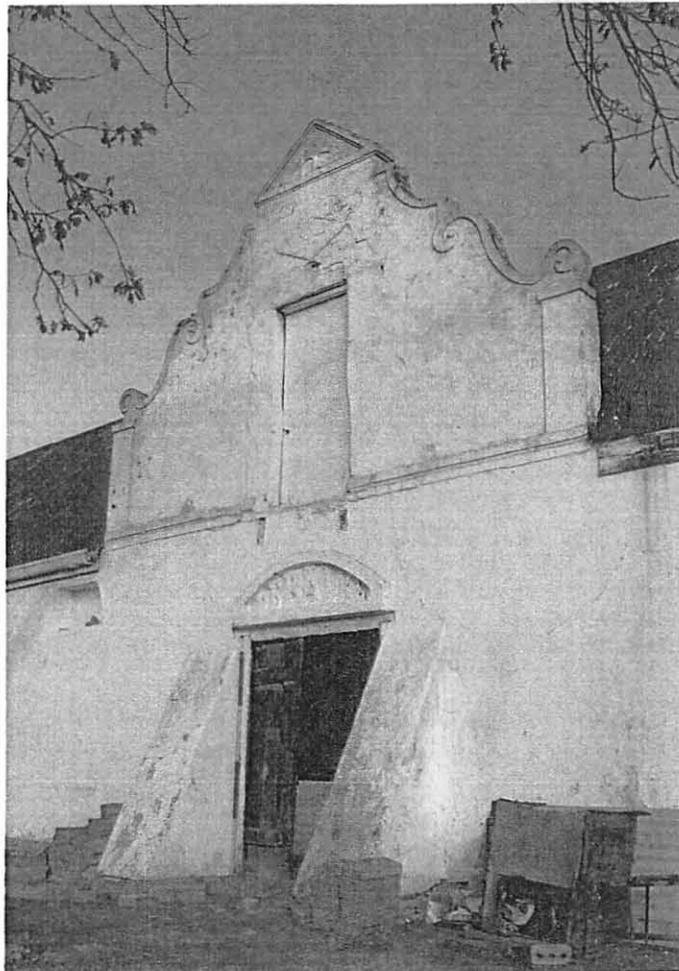
Version: 7.5.524 / Virus Database: 270.6.4/1617 - Release Date: 2008/08/17 12:58 PM

No virus found in this incoming message.
Checked by AVG.

Version: 7.5.524 / Virus Database: 270.6.4/1617 - Release Date: 2008/08/17 12:58 PM



23.1/2 Views of the front gable, dated to about 1815. The loft door has been replaced.





NICOLL PLANT HIRE C.C.

REG. CK 1985/004227/23

P.O. BOX 142
HOWARD PLACE
7450
Phone: 021 535 1117
Fax: 021 535 1742

PLANT DELIVERY NOTE

Hirers Name Dept of Archeology UCT Site Die Bakke R44

Address Tel No

Tel No 073 141 8618 Date 8-10-2008

Ordered By Jim Hart Order No

Machine Yanmar B08 (170) Estimated Hire 1 day

Rate R155.00/hour Wet/Dry Excl VAT

Minimum Hours/Per Day 6 Transport 235.00x2 Excl. VAT

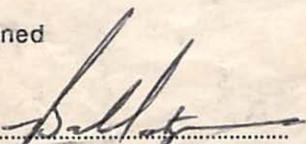
Terms of payment 30 days Nett In the event of any payment not being paid on due date then all amounts owed by the customer shall immediately become due & payable.

Conditions of Hire. Contractors Plant Hire association, which include that supervision of the work done by the machine is to be carried out by the HIRER and that N.P.H. accepts no responsibility for any damage which the machine may cause to the site or to any property belonging to the HIRER.

Requests for credit will not be considered more than 30 days after the invoice date.

Remarks

Signed


For and on behalf of OWNER


For and on behalf of HIRER

3.2.8 FRONT GABLE

The gable is certainly the most attractive feature of De Balke. Above two end pilasters rise sinuous scrolls and concave mouldings capped by a pediment with a palm tree.

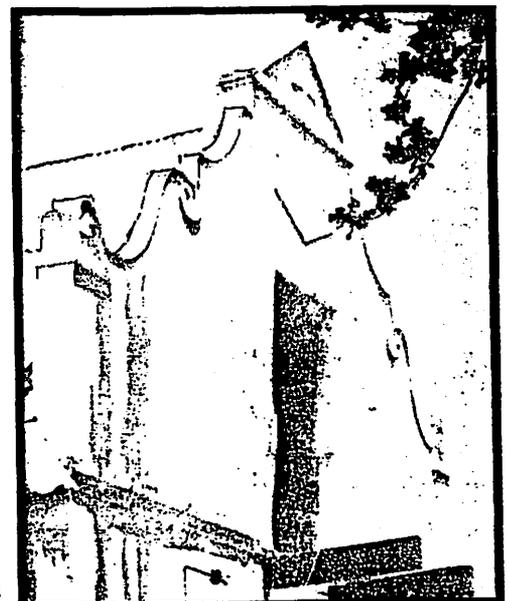
The palm tree as a symbol or motif originated from 1764, when a signet seal, with other Church effects, was ordered from Holland (Hugo & Van der Bÿl 1963:100-101). In the silver stamp seal a palmtree was engraved with the wording "*De regtveerdige sal groÿen als een palmboom*" (Ps.92:13)(FIG.21).

Since 1766 the stamp was in use and from then onwards to about 1740 the *palmtree* emblem was also used in some gabled farms of Stellenbosch. These include Kromme Rivier (1831)(Fransen & Cook 1965:54), Kleygat (1827)(Ibid.:79), Weltevreden (1812)(Ibid.:81), Klapmuts (1823)(Ibid.:77), Kastanjeberg (1822)(Ibid.:67), Rust en Vrede (1825)(Ibid.:100), Fleurbaai (>1800)(Ibid.:103) and finally Grosvenor House (>1800)(Ibid.:50).

From ancient times the palmtree has been a symbol of life, fertility and of resisting oppression. Its evergreen leaves have also been a sign of victory. In the Stellenbosch context it thus means that despite difficulties, the farming community will blossom and gain the victory (Hugo & Van der Bÿl 1963:104-105).

Below the pediment appears a raised diamond emblem. The plaster moulding indicates that the central doorway (late 19th century) is a replacement in an earlier opening, which appears to have been the old stairway to the loft. In a photograph of c.1960-65 (FIG.22) the extended beams of a landing were still visible. On the interior (Room C) these corresponding beams are still apparent.

FIG.21 The 1767 seal of the DRC of Stellenbosch which symbolises victory over oppression (Grobelaar et al 1975:against 103).



22

FIG.22 This c.1964 photograph depicts P.V.'s front gable still with the supporting beams for a landing with a staircase (Fransen & Cook 1965:80).



24. A view of the *sparretjie* ceiling with its single *loopriete* between the deal beams (Room A, looking north).

25. A close-up of the beams reveal earlier beetle infestation which has been halted. Note how the clay *brandsolder* is visible between the reeds (Room A).



3.2.9 CEILING & ROOF CONSTRUCTION

The ceiling of rooms A-D are original with large deal beams over 6.5m in length. They are coloured a rich brown patina, most of them adzed square, but with no moulding. Some are more rounded. Beetle infestation was rife, but it seems the wood has been stabilised and the beetles are dead. Due to the low height of c.2.75m of the beams and the ceiling (3m), they form a prominent feature with character and charm, the reason the building has been named De Balke.

Above these beams lie a *spaansriet* solder, fastened to either one or two *loopriete* by means of brownish twine. With age the reeds have mellowed to a golden brown. On top a thin clay layer is laid as a bed for the small, raw clay bricks (220x100x40mm). There are no signs of the brick floor being plastered or white-washed as was sometimes the case. Unfortunately, electric fans have unceremoniously been broken through the ceiling. These damaged areas should be neatly repaired. Due to the age of the fireproof clay ceiling (*brandsolder*) of c.1820-30, it is best not to reuse it in any way, otherwise it would have to be destroyed. Clay solders are now extremely rare and need to be preserved.

A particularly interesting feature is the roof construction of timber (primarily poplar) which is original to the building. It provides ample evidence of the intricate construction techniques of the front gable. Most of the other timbers (principle rafters, rafters, purlins) and even some of the thatch (20th c.) are still intact!



26. It is remarkable that the timber structure for the thatch has been preserved intact under the corrugated roof. The principle rafters and purlins are probably of poplar (looking E).



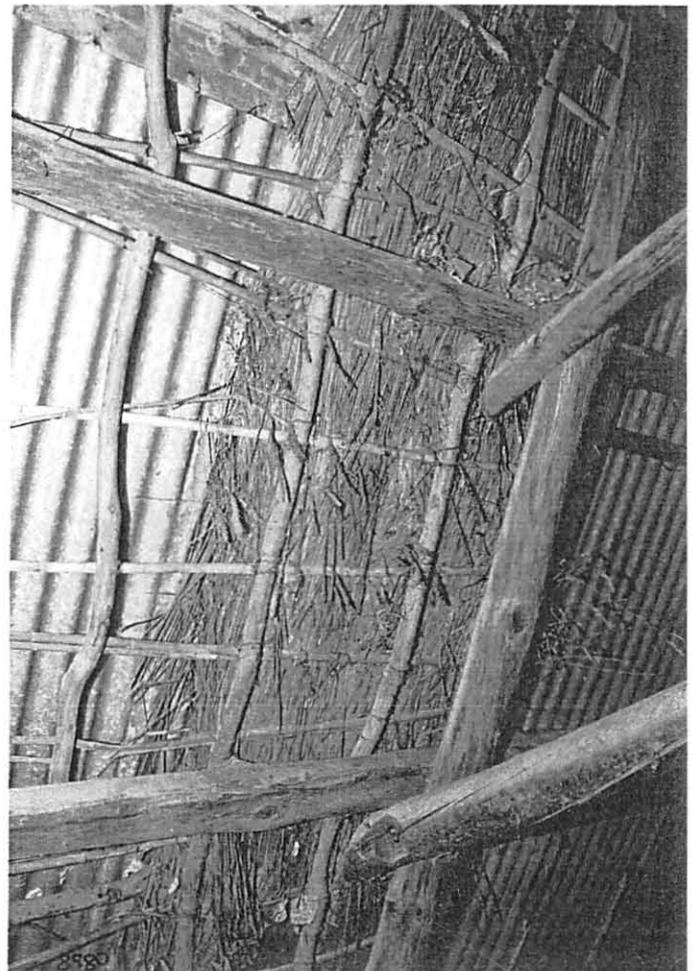
27. A view of the central portion of the roof timbers and how they were positioned for the thatch (scale:2m)(looking S).



28

29

28,29. Surprisingly, a portion of thatch was still intact in the loft at about the D4 position. A close-up reveals that the thatching reeds were rather coarsely laid (looking SW).





30. Above the central gable the timbers were fastened in a rather complex fashion, and gives us a unique view of how the colonists built their roofs (looking N).

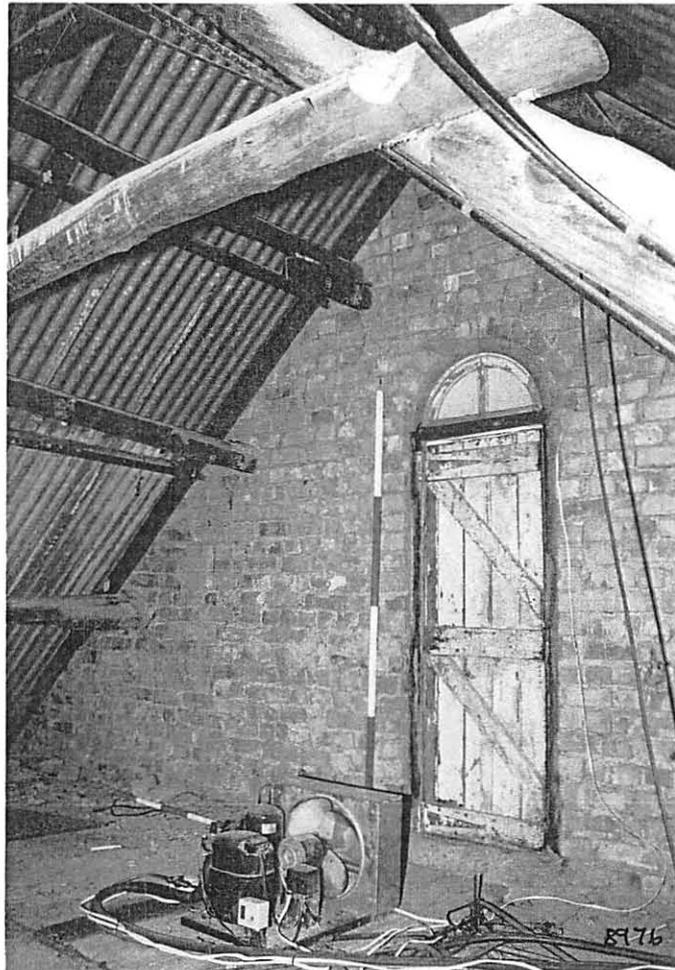


31. Another view of the central ridge of the front gable and how it meets the main axis of the roof (looking S).

As has been noted, the endgable (east) has been rebuilt (20th c.) and a double door of c.1900 has been installed. In the western endgable a more recent 1920-30 door has been placed.



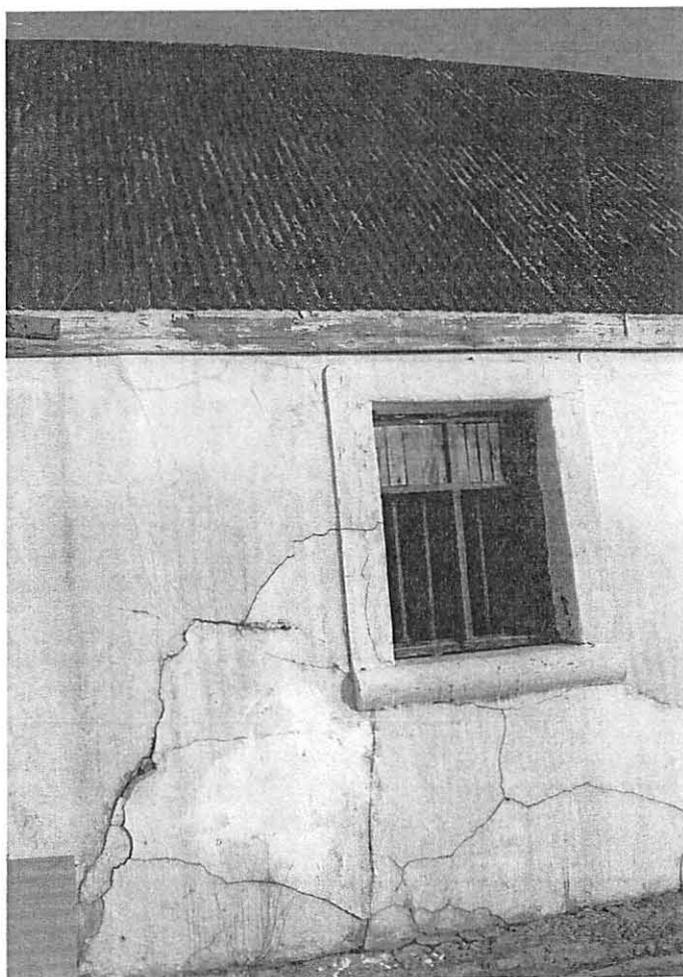
32. A view of the rebuilt eastern endgable, with a late 19th/early 20th c. doorway (looking E).



33. A view of the rebuilt western endgable with a c.1920-30 doorway (looking SW).



33.1 View within the loft of the brandsolder, with greyish raw brick laid directly on the spaansriet ceiling (early 19th century)(looking E towards the endgable).



33.2 On the façade (right), the cement plaster has been badly cracked due to water penetration of the soft brick.

4 DATING

Although there is speculation that the building was possibly erected by c.1800 (Fransen & Cook 1965:80), it is more likely that Willem J. Esterhuizen erected the building. He owned the farm since 1813, and acquired the huge quitrent of over 116m in 1828. The present old farmyard is situated on this quitrent portion. According to the 1920 plan the farmyard was laid out fairly symmetrical, with De Balke forming the southern end (see FIG.13). The main building was centrally located between the two out-buildings and this layout is more reminiscent of early 19th century farmyards. So far no sign has been found of earlier (18th c.) buildings in the vicinity. It is thus probably a "new" layout, not incorporating any older structures.

According to the large brick size, 235-240x85-90x130mm, and the yellowish mortar, the building can be dated to the early 19th century. The fact that it functioned as a wine-cellar also supports the fact that it was erected when wine exports were still going strong, i.e. prior to 1830. The well-dressed stone plinth of great height indicates that labour was still a commodity before the emancipation of the slaves in 1834. The beams used in the ceiling are not yellowwood which would have been the choice in c.1800. Instead a deal is used, more typical of the English period and with no moulding present. The width of the room (6.3m) is also unusual for buildings of c.1775-1810 (generally 5.5m).

5 HISTORICAL SUMMARY

A rather elderly Hans Henske started to farm Patreÿse Valleÿ (P.V.) from 1680, with an official grant only in 1692. He struggled to make the farm profitable, accumulating huge debts and even being imprisoned. Wheat production was primary for the first three decades, with viticulture gradually becoming dominant by the mid 18th century.

There must have been an early farmyard, probably a homestead and outbuilding for storage, acting as stables and even as slave quarters. According to Casper Batenhorst's deceased estate of 1738, he lived well at Kliphewel with P.V. as the primary wine producing centre with up to 15 leaguers of wine capacity. Like those before him Batenhorst had many debts and for some reason this appears to have been the pattern for many future owners.

Mixed arable farming was practiced with cattle and sheep while the breeding of horses were prominent through much of the 18th and 19th centuries. Where the old 18th century farmyard was established is uncertain. It could have been in the vicinity of the present site (De Balke). No artefacts were to be found on the surfaces of either the 18th or 19th century.



34. Incorporated into the partially demolished building is an older structure of c.1900, but very little has remained.

35. The small structure with its pyramid like roof dates from about the same period and is built also in brick (with a frog) and yellow clay mortar. It probably had something to do with the water supply (looking S).



From the early 19th century the old farm was gradually divided into smaller portions, with the Esterhuizens owning much of it. This was a time of relative prosperity with wine exports reaching an all time high. The buildings of Portion 1 of Weltevreden attest to this. Apparently the older buildings on P.V. were either becoming dilapidated or were destroyed through fire or neglect. As a new symmetrical enclosed yard was formed by the central building with two outbuildings on either side, both of which are still standing. One is De Balke. Most of the information indicate that it was built between 1820 and 1830.

Willem Esterhuizen obtained a vast area of quitrent land (>116m) in 1828 which was also ultimately sold-off in portions. With the emancipation of slaves (1838) many wine farms went into an economic depression, which was worsened by the phylloxera epidemic of the late 1880s and 1890s. For example Pieter de Villiers (1846-1897) was declared insolvent in 1897. Replacing diseased vines with fruit trees saved many farms from bankruptcy and the Sheppard brothers probably acquired the farm for their canning factory at Du Toit Station.

During the early 20th century it was Hugh Bairnsfather and his wife Nicolette who acquired most of the land, had rights to water springs from *Harmonie* and who gave the name *Edgbaston* to the farm. The central portion was named Woodlands (because of the oaks and poplars) and much of the present Edgbaston was enclosed by it. There was a windmill, probably adjacent the present water barrels where water was collected. Just south and north of this point are two nearly square buildings, which I suspect had to do with the water distribution and servitude rights. Note that Weltevreden had access to this water at that time.

Between 1920 and 1921 Nicolette sold-off large portions of the farm. Of the present Edgbaston one half lay within the old P.V. property (1692) and the other half within the quitrent part (1828). A quick succession of owners since 1920 followed, including the formation of a guestfarm during the Second World War, run by two Jewish entrepreneurs, calling the place *Miranda Estates*. Eric Prain then bought the property in late 1948 and established the old fruit orchards into a viable business. For some reason the central homestead was demolished (>1945) and only the two outbuildings survived from the 19th century. Unfortunately the farm was divided in two in 1959, with the northern outbuilding cut off from its context of *De Balke*, which is standing rather isolated except for some three small c.1900 buildings in its vicinity. From 1963 the Beverly Hills Hotel functioned on the site, utilising buildings and rondavels erected earlier towards the western side. These last remaining buildings of Patryse Vallei on site (and on Packham) are protected under the National Monuments Act. A permit has been issued to demolish the much altered 20th century hotel buildings and rondavels, and this process was started February 2000.



36. A view of the entrance of Patrýse Valleý, with a furniture workshop in front. To obtain an unobstructed view of the farmyard it should be demolished.

37. Along the older axis of the farm, there are some oak trees (right) which should be retained and expanded in a straight line.





38. The veranda (>1980) formed a substantial part of De Balke Cellar. It was demolished in c.2005. Note the axis of the old oak avenue.



39. Present view of the wine-cellar, with an oak tree remnant.



40. View of the façade oak, from the bottom up. It is in a sad state of neglect and like the rest of the old oaks need conservation measures.

6 CONCLUSION AND RECOMMENDATIONS

For the first time the history of this rather complex site has been unravelled to some degree. This report has established that the present *Edgbaston* is actually the heart of the old *Patreijse Valleij* (P.V.) of the late 17th century. Although it is one of the lesser known farms, primarily because the old homestead has not survived, it is, together with *Welmoed*, *Upper-Vredenburg* and *Welgevallen*, one of the earliest farms of Stellenbosch district (all settled by 1680). **The name *Patreijse Valleij* should therefore be reinstated!**

As has happened with most farms, the first and second generation buildings have been replaced, and in the case of P.V., the outbuildings of the early 19th century have survived, though the *Packham* building is in a much altered state. Consequently the outbuilding *De Balke* is so much more significant, as it is the only building on site which gives a sense of history, place and context to the old farmyard.

Its dimensions and walls constitute the original outbuilding, and because of the slit ventilation shafts, it probably functioned as the wine-cellar which is appropriate in its setting of the winelands. In addition much of its roof timbers, which include the beams, reed ceiling and clay loft, are practically intact under the corrugated roof.

De Balke needs careful renovation and rehabilitation where possible. The expert advice of a conservation architect would be of great value. The following RECOMMENDATIONS are therefore advised:

1. *De Balke* should become the primary focus around which any new development should be considered with great care in respect of distance, scale and style.
2. The function of the building in any future development would determine the degree of renovation or rehabilitation.
3. The two rebuilt endgables should be reconstructed to a style harmonious to the front gable of c.1825-1830. The western endgable is possibly a copy of an earlier one.
4. It appears that the loft was used in the past and access gained through the front gable. Consequently the endgables could be rebuilt with single casements with shutters or small sliding sashes for light. The reinstatement of the front gable staircase may be functionally problematical.
5. The relatively poor condition of the ceiling in respect of strength, argues against the loft to be reused in any way. "Restoration" of the ceiling will mean the destruction of this charming feature (at *Spier's* wine-cellar (1767) a similar loft was left unused).
6. The roof timbers for thatch are still intact and could probably be reused for a new thatch roof. Otherwise the existing corrugated roof could be replaced with another iron roof, once again following the old pitch line. Note that the beams are beetle infested and the walls appear not to be too strong. A heavy thatch roof might just be too much to carry.

7. Both endgables contain 20th century doorways. It is nearly impossible to know what has been there previously (both rebuilt) and no old photographs are known. In the eastern end a coach-door is a viable option. As the western end of the building has a sharp drop in soil height, it is unlikely that the end gable had any opening.

8. One of the biggest deterrents to restoration of De Balke is the fact that the old plaster had been previously stripped (1980s) and thickly replastered in hard cement, on which hammer blows do not even make a dent. This means that removal of this cement would irreparably damage the brickwork and weaken the old clay and brick walls with the constant hammering.

9. There are a few ventilation shafts in existence and the known ones should be retained, but without the decorative raised mouldings.

10 In respect to the **FACADE** the following is recommended:

10.1 The existing windows are obviously modern. Replacing them with old casements would be improper for the period as well as in function for a cellar. If any window openings are encountered, they would generally be supplied with iron bars as a security measurement. Most of the timber-framed windows have been destroyed since 2000 and "new" casements will have to be made.

10.2 Ventilation slits may have covered the full width of the building, though small fixed windows with bars were possibly also used. Various types are to be found on Cape-Anglo cellars of this period.

10.3 It is my recommendation that the present "windows" be retained, and possibly without the raised plaster mouldings on both the interior and exterior. The windows are obviously modern, with no pretence to being "old"; they are practical and allow light and air inside, which will not be possible in a proper restoration. The walls are consequently spared much damage.

10.4 A new set of façade coach-doors (rectangular) which are not too wide, could replace the present crude doors.

10.5 The front gable is in fair condition and needs only superficial plastering and lime whitewashing. It is important that a new door needs to be installed as soon as possible in the loft as water damage is already serious.

10.6 The one steelframed window (far right or west) should be replaced with a window similar to the rest.

11. The whole building has been replastered in cement and has been given a PVA coat, which adheres well to the cement and has kept the walls dry. This should be retained.

12. The addition of the cement pillar veranda (>1965) was not all that unsightly or unpractical; however its flat roof is rather problematical and unsightly. It has been demolished in c.2004, including the small outbuildings in the vicinity.

13. The removal of the late verandah has now exposed the building's lower half to water penetration and the walls are cracking and retaining water in a serious fashion. Immediate attention is required.

14. The steelframed windows at the back can be replaced or blocked up if need be.

15. The toilet-block addition can also be retained, for it is out of view, or it can be demolished.

16. On the interior it is recommended that the bar-counters be removed. The floor(s) can be retained, or tiled anew, or corcolem be used to simulate stamped clay floors, the general floor surface for this period.

17. Interior dividing walls can possibly be added at D/E, if so desired. Any new additions that can be removed, without damaging the old fabric, are permissible.

18. On the **farmyard** there are a number of features that should be investigated:

The proposed new development will practically destroy all of the old farmyard.

I have not commented on the new design, as it falls without my brief.

18.1 There was an old line of oak trees directly in front of De Balke and some remnants near the entrance to the farm. These could be kept and enhanced with new plantings to regain the old entrance axis.

18.2 Adjacent to the eastern end of De Balke is a feature of cobbling which might represent older furrows and therefore of water-rights. Rubbish dumps may also be more likely here. An archaeological investigation or monitoring is recommended. It appeared to me that during the recent alterations and building (2006), that these features were demolished.

18.3 The small out-building directly west of De Balke should have been retained. It had a flat roof, door and window, and was built by c.1900 in brick and clay mortar. This building and the following one have already been demolished in c.2006.

18.4 Another small building with a pyramid-like, corrugated roof should also have be retained, as it also dates to c.1900 if not earlier. It probably had something to do with the water supply.

18.5 Between it and De Balke there is a large circular depression which might possibly indicate a water feature. It needs to be investigated before being destroyed.

18.6 The central building which was possibly demolished by the 1950s, still showed remnant foundations. It should be properly traced by archaeological methods to finalise its position and dimensions. Monitoring of a few workers for 2-3 days could achieve these results.

18.7 The demolition of the foundations of old buildings should be monitored (preferably by an archaeologist) to find any traces of older ruins, artefacts or features. Any of these features or finds should also be reported to the archaeologist.

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INFORMANTS

- PRAIN, Eric Packam Pip, 312 9 Street, Voëlklip, Hermanus (born 1925).
PYKSTRA, Theo Packam Farm, Stellenbosch.

APPENDIX A OWNERS OF PATRYSE VALLEY

OSF 66m 47r²

1680 Hans Henske (promised)
 06.03.1692 Hans Henske x (1686) Anna Maria Holzax
 28.01.1707 David Henske
 11.10.1710 Daniel Zaayman x (1714) Petronella Meerhoff
 1713 Roelof Friedrich Steenbock, seller (married to Anna de Groot)
 22.04.1713 Casper Hendrik Batenhorst sr x Christina Mathys
 09.09.1747 Casper Hendrik Batenhorst jr (from widow Mathys)
 25.05.1759 Philip Wouter de Vos
 19.01.1764 Willem Louw
 25.05.1764 Willem Esterhuizen
 07.03.1780 Hermanus Joh. van Brakel
 16.04.1787 Coenraad Joh. Albertyn
 11.01.1799 Sybrand Vermeulen

Portion 1 sold off: 8m 485r²

11.04.1805 Joachim Chris. Esterhuyzen x Debora Retief

 Restant: 59m 162r²
 19.03.1813 Willem J. Esterhuizen Wm zn (bought for f20 000)

Portion 2 sold off: 2m 494r²

29.05.1818 Hermanus Chris. Esterhuizen

Addition of Perpetual Quitrent, SQ 7.57 (116m 249r²)

11.03.1828 Willem J. Esterhuizen

Portion 3 sold off: 7m 526r²

06.04.1841 Debora Retief (widow J.C. Esterhuyzen)

Restant: 48m 352r² (+116m 249r²)

14.07.1835 Nicolaas Gabriel Vos (Nic. son)(mortaged 08.02.1833, in debt to
 Jac. Joh. van der Bergh snr. for f27 000)
 01.09.1846 Pieter de Villiers (Jan St. son) buy P.V. for £5000 / f20 000
 (insolvent 27.07.1897)
 11.08.1897 Stephen Meintjies Christie
 11.08.1897 Edward Sheppard
 04.07.1898 Thomas Haybett
 24.01.1903 George Noel Lindup (sold off in 1905 8m 500r²)
 (*Verblyf der Gelukzaligen*)

05.07.1915 Hugh J.F. Bairnsfather (sold off Portion A, 1915)

Restant: 38m 399r² 108ft²

24.06.1920 Nicolette Bairnsfather (born Cloete)

She sells off 2 portions:

a) 24.06.1920 Part of Edgbaston (12m 521r²) to H.T.G. Wybrow

b) 19.05.1921 Remainder (25m 478r² 105ft²) to G. Ridgill

Of the original Stellenbosch Quitrent 116m 249r²

Nicolette owns :

A. 27m 231r² and sells it in 3 portions:

a) 24.06.1920 Part of Edgbaston (104/3) 9m 350r² to H.T.G. Wybrow

b) 24.06.1920 Part of Edgbaston (104/3) 6m 500r² to H.T.G. Wybrow

c) 19.05.1921 Remainder (104/1) 10m 481r² to G. Ridgill

(In 1925 the farm Woodlands)

B. 66m 70r² (Edgbaston, part of Brownhills)

24.06.1920 Henry T.G. Wybrow

25.10.1920 Greger McGregor

16.05.1921 Thomas Gallon

Gallon sells off portions: 24m 420r²

05.05.1925 William Kerr Couper

30.04.1936 James A. Rennie (from estate late Couper)

10.09.1942 Joh. J. van den Bergh (nominee: paid £3000)

23.10.1942 Miranda Estates (Pty) Ltd (I. Harris & S. East)

23.10.1948 Miranda Estates (Pty) Ltd (Eric H. Prain)

Prain separated the farm (north) and Hotel (south)

NORTH

09.04.1959 Miranda Estates (Pty) Ltd {PACKAM}(T. Pykstra, main shareholder)

SOUTH

09.04.1959 Heinz G. E. Shell (3.7037m)(paid £6000)

29.10.1963 Beverly Hills Hotel (Pty) Ltd (estate late Shell)

Wine Route Hotel, afterwards De Balke

1998 Bought in two sections by J. Schooling (Stag Homes)

26.03 1998 Duron Hotel, Western Cape (M. Groenhout)

29.05 1998 Lugav Properties (I. Gikas)

Eastern Portion 1.16 Ha (11 646 m²)

2005 Western Crown Properties 86 (Pty) Ltd

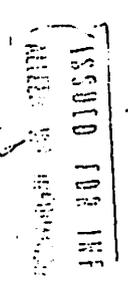
In 'n gedruinden taal; blyvende by g'houden reizen van
 Kantonland tot in 't h'lym eigen als andere Ingezetenen
 gebruik en gerief te gadoogen een Gemeene Wagering, om 't
 een doot dief het bucke van drie Noede id, als 'n de onfge
 geen hoort gewasch op 'n dyf te megen kappen, worden
 telkens hi plaats van het afgetyde nu d'rom jonge dik
 Boomen en ander hoort, bewasch te planten; daarenbo
 met d'ere de indtba arheid dat by jaarlyks van sy
 gese an de Nooren aan den Heer of d' Corp: sal moet
 opbrengen de t'ere de syne ingezetene de graven of
 verbleve van het gesecon land, en d'ere bevoeden
 word de re orde te hebben, overheden, of dat by in gebode
 zal blyven 'n Land naar behoren en no ar l'ind der
 plaatsen te beooven en cultiveren, in welk geval
 het de beukid tot een staam het meest land hem alle
 meensen en het ad: een ander te geven; blyvende het
 delu mer d'ere andere op een stand omge Schepd'ere
 en Oerghedden, om 't g'lyk moepligt al tecke steeren
 en die l'ere te g'daagen als by de beukid alker gesteld 'n
 of in het h'ckende van die m'ke der d' g'lyk in het
 Gemeene Gede zullen gesteld worden.

Gegeven in 't Wastel de Grote Hoop
 den 24 Maart 1692.

gep. J. Van der Hel

Ter ordonnans van den E. Heer
 Gouverneur van Noord.

gep. J. G. de Grootenbrack
 Secretaris



APPENDIX C L&H inventory of Henske's movables in 1711

Inventaris van eenige Goederen toebehoorende den gecondemneerde Hans Henske, ten behoeven van de wed.^{we} van Christoffel Haak, volgens vonnis bij Landdrost en Heemraaden aan Stellenbosch gevelt den 23.^{ten} Maart, A.^o 1711, en verleende Executie van den wel Ed. Heer Gouverneur Louis van Assenburgh, in dato den 5^{ten} Augusti 1711, deese gedaan met goedvinden van 't voorsz. Collegie vermits den gecondemneerde onwillig is te betaalen.

- Een metaale Vijsel met een ijsere stanper
- Drie Tinne Tafelborten, met een Tinne kom
- Een rakie, waarop de voorsz. Tinne goederen staan
- Een leege kist
- Een strijkijser
- Een bakkist
- nog een leege kist
- Een leege kelder, sonder Vlessen
- Een koornsift
- Een houtte dregter
- Een kleine karn
- Een klein Vleesch vaatje
- Twe Emmers met twe kleine baaletjes
- Een ijsere pot
- Twe boter Mouten
- drie oude stoelen
- Een Leepelrakje met 4ijsere Leepels
- Een klein Tafeltje
- Een koekepan
- Een treeft, een rooster en een Lamp
- Een ijsere schoorsteen Ketting
- Een leeg Keldertje
- Een roer met een kruijt Hoorn en bandelier
- een Koskam
- Twe stijgbeugels
- een loot leepel
- een slijpbord
- Een oude zadel
- Een Vleeschblok
- Een Mantje
- Een oude Koornscheepel
- Een Koornsak
- Een bakie
- Twe prentjes
- Een el

Een Brood Rakie
Een oud bankie
Twe pooten van een kooij
Een oud rakie
Een blankie aan de wand gespijkert
Drie Schaaren
Een oude stoof
Een ijsere Koegel om mostert te maalen
Een klein oud raspie
Twee Boeken
Een kooij waarop den gecondemneerden met zijn Vrou slaapt
Een oude hark van hout
drie stukies oud ijser, een snijbank

Aldus geïnventariseert ten huijse van den gecondemneerde, ten overstaan van
de Cecomitteerde Heemraaden, Warnaar van den Brink en Hermanus van Brakel,
den 4^{den} Decemb.^r A.^o 1711.

26

omgaperende voor ons order-aanvragen

getuigen dat de heer van der Meer, hoofd van de

gemeente, in plaats van de heer van der Meer,

voorzitter van de Raad van Bestuur, moening aan

Stellen. De heer van der Meer, na overlegging

getuigen dat de heer van der Meer, hoofd van de

gemeente, in een van de artikelen van de

verordening op de overname van de gemeente, aan

de heer van der Meer, hoofd van de Raad van Bestuur

en de heer van der Meer, hoofd van de Raad van Bestuur

en de heer van der Meer, hoofd van de Raad van Bestuur

en de heer van der Meer, hoofd van de Raad van Bestuur

en de heer van der Meer, hoofd van de Raad van Bestuur

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en de heer van der Meer, hoofd van de Raad van Bestuur

als

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ALLEEN VOR INFORMASIEDELEINDES UITGEBREK

[6]

Gebruiksboek van D. Lagun 11 Okt 1910
vide T 833.

ISSUED FOR INFORMATION ONLY
ALLEEN VAN INFORMATIEDOELENDE OORZAKEN

als na wgtou, begoudens nochtans den 16. Zijn wgtou.
Einde Liden nog laadtlyk wands geseels kroonprijm
ter Somma van drie duizend gulden, tusschen
realisatie, al ende ten genoegen soedaan ende
betaald te zijn, den laasten evening met der
ersten; Zoo met een Somma van duizend gulden
de realisatie, bij het passeren derzou in contact
ontfangen, als ook door een Custing, ofte verband
brief, weder soor ons gecommittnd inde gepasserd
insoudende de resterende Somma van twee
duizend gulden, omme te betalen op zoodaanyge
paayen of termijnen als daer by staan nitge-
drukt. In teken der waargheid hebben wij
gecommittnd derzou, nevens den Comp^t ende
den Secretaris inde gerubscribeerde, en met de
G: Comp^t Cacest doen bezegelen. Ende daer ende
verleeden ten Secretarijs van Cabo de Gode-
Boop, in't jaer onzes heeren duizend twee-
ehonderd en zessen, op den achtentwintigsten
dag der maand Januarij.

Als Gecommittnd
Raden van Raad

[Handwritten signature]



Junep Junep

Inkennisse van mij
[Handwritten signature]

Helot

Secret^{ly}
[Handwritten flourish]

120

70.

Transportes aan Casper Bendaik Batenhorst.

9 September 1747. I 2746

T934

Onvermende Doorn ont
 ondergeschreeven Oorcomint^{te}, uit den agt^{te}
 raad des Gouvenement^{te} in plaats van
 Schepenen, den Burger wof of fiedrick Jouberts,
 dorochte Schreuder Jmes Cuperus raaden d:
 Eend opgehebben in 200^{te} van eendengdelijck
 Schuyt te hebben, end d'volsolgende Bij desen
 in des wof of van en wijen dijgendant
 federeen du Grauffpoucken, van ende
 ten behoore warden Laed boucken Caffen
 Eendijck Batenloof, Leuken fuis Laed
 end ten daens go fraand wof of oploges
 onder follenbofel, groot in zijn gewel
 agtenfotig mungen en fraendroentig quadra
 warden, mitgeadert Beent ende Bepaet,
 al de Luftgrond Grief die dato Ben Maand
 1692 end daens in geraegde Craut doorden
 Landmeets daens af geforment, onder
 passeren des onder Grenten Land grefet,
 Eendes Prout aande toden; d'volsolgende
 den Grefet ook is kennin bekende raanal ten
 wof of actie end presentie, dat by tot dato
 des of ten wof of Schuyt en gemontpoucken
 wof of gewel in behoore albroonen wof of
 ook bekende daens af out d'f end onneght
 te zijn, end dat ten Grenten der, Caffen
 Eendijck Batenloof daens aan door desen

Geneysige

APPENDIX G Deceased estate C.H. Batenhorst 1738

55. H. Slotsboo

Inventaris mitsgd.^s Taxatie van alle soodanige goederen, roerende en onroerende, schulden en inneschulden, als naar voorgaande testamentaire dispositie de dato 28^e Julij 1738-sijn naargelaaten en met 'er dood ontruijmt door den burger Caspar Hendrik Batenhorst, ten voordeele van zijn naargebleevene huijsvrouw Christina Matthijsz., mitsgd.^s hunne bij den anderen in huwelijk verwekte en thans nog leevende kinderen met naame Caspar Hendrik oud 16, gerrit Hendrik oud 14, Jan Hendrik oud 8, en Willem Hendrik oud 6 jaaren, alsmeede frans Hendrik Batenhorst thans reets meerderjaartig bij wijlen zijn eerste huijsvrouw Aaltje Putters in huwelijk geprocreeert, soo ende in dier voegen, als deselve door voorm. Christina Matthijsz. ten overstaan ende ter presentie van boovengen. frans Hendrik Batenhorst zijn aangeweesen, mitsgd.^s door d'onderget.^e gecommiteerde weesmeesteren naar volgens den inhoud van voorm. testament naauwkeurig opgenoomen sijnde, in deeser voegen getaxeert, Naamentlijk:

Een plaats ofte hofsteede gen.^t de klipheuvel geleegeen aan de mosselbanksrivier, volgens erfgrondbrief de dato 22 september 1714 getaxeert op rx. 2300

Een dito " dito geleegeen onder 't district van Stellenbosch, door de overleedene gemeenelijk genaamt sijnde de partrijse valleij, volgens 't laatste transport de dato 22 april 1713 700

Een opstal geleegeen aan 't breede rivier gen.^t de Potjeskraal 50

Op voorsz. eerste Plaats

In 't Woonhuijs

2 kadels		2
5 veere bultsacken	}	25
2 dito peuluwen		
22 dito kussens		
3 Chitse Combaersen		
3 kisten		4
4 tafels in soort		8
4 geweeren		9
	Transporteere	rx. 3098
	per transport	3098

2 gueridons		2
1 kapstok	}	3
1 paruijkbol		
1 voetebank		
1 pijperak		
2 theebakjes		
1 schuijfdoo		
5 blicke trommels		

9 racken	9	
4 porcelijne trekpotten	}	
23 dito kopjes		
23 dito pierintjes		1-12
1 dito soutvaatje		
4 dito beekertjes		
1 dito scheerbecken	1	
23 dito schootels in soort	9	
61 dito tafelborden	7-24	
2 koopere blaakers	-24	
1 dito taertepan met sijn deksel	2-24	
1 dito vijsel " " stamper	3	
3 dito vuurtesjes	}	
1 dito beeker		1-12
1 dito viskeetel	2-24	
2 dito thee dito's oude	2	
1 theeballetje	-12	
5 tinne schootels	3	
	<u>3</u>	
	Transporteere rx. 3145-36	
	per transport 3145-36	
9 tinne borden	}	
1 dito kandelaar		1-12
6 ijser potten	12-24	
1 braadpan	1-12	
1 wafelijser	1-24	
1 koekepan	}	
2 treeften		2-24
1 rooster		
3 schoorsteenkettings	3	
1 tang	}	
1 asschop		1
2 schuijmspaanen		
6 water emmers	}	
1 dito halfaam		4
1 halve legger	}	
1 halfaam		2
20 stoelen	15	
1 spiegeltje	-24	
1 groote bijbel met Cooper beslag	15	
Op de werf		
45 paerden	180	

100 beesten groot en klijn	400
1160 schaapen dito " dito	333-16
24 varkens	36
1 paerdewagen	35
4 osse dito in soort	195
4 ploegen met haar toebehooren	16
3 dito agterstellen	
2 eggen met houte tanden }	6

Transporteere rx. 4406-28
per transport 4406-28

1 slijpsteen 4

In 't koornhuijs

50 Mudden tarw	100
43 sijldoekse sacken	15
1 scheepel	2-24
3 bootervaaten	4
1 Kasje	
1 ijser balansje }	1-24
1 parthij ijserwerk en timmermansgereetschap }	
1 dito hout en touwwerk }	5
6 paerdetuijgen met hun toebehooren	10
1 mudde erweeten	6
1 groote ladder	1-24

Slaaven

1 Slaave jonge gen. ^t Cupido van Mallebaar	50
1 dito dito " Abram " dito	70
1 dito dito " Coridon " dito	60
1 dito dito " Titus " dito	10
1 dito dito " februarij van dito	90
1 dito dito " Titus " dito	60
1 dito dito " September " Mallebaar	60
1 dito dito " Thomas " madagascar	50
1 dito dito " Moses " Bengalen	70
1 dito dito " April " Batavia	70
1 dito dito " Leander " Mallebaar	80
1 dito dito " Magerman " dito	65
1 dito dito " Coridon " dito	10
1 dito dito " Cupido " Batavia in de Ketting aan de batterij, ongetaxeert	

Transporteere rx. 5301-4
per transport 5301-4

Silverwerk

- 7 leepels	} weegende tesaamen twee lb. getax. ^t op	50
- 3 vorken		
- 1 schenkbort		
o 33 knopen		

Aan Contanten in den boedel gevonden een somma van driehondert drie en dertig rijxd.^{rs} segge 333-16

Op Voorn. plaats de Patrijse Valleij

15 leedige leggers		60
1 verlaatkraan		2
2 houte	} tregters	1
1 koopere		
1 kist met wat gereetschap	}	1-24
o 1 parthij graaven en picken		
o 3 oude ijser potten		3
2 schoorsteenkettings	}	3
1 treeft		
1 tang		
1 asschop		
1 schuijmspan		
1 vleesvork		
3 emmers		
1 melkvat		1-24
1 Cooper theekeltje	}	-24
1 dito blaaker		
6 oude tinne schootels	}	2
3 dito dito borden		
1 dito dito trekpot		
1 dito dito soutvat		

Transporteere rx. 5758-44
per transport 5758-44

3 racken	}	2-24
1 tafel		
2 stoelen		
3 trapbalies		2

Op Voorsz. opstal

o 2 ijser potten	4
o 2 bootervaaten	8

1 kern	4
4 emmers	2
1 treeft	
2 tinne schootels }	1-6

Inneschulden

sooveel den landbouwer Cornelis stapper aan deesen boedel volgens scheepenkennisse debet is	333-16
sooveel den in den hoofde deeses gem. frans Hendrik Batenhorst van voorn. wed. ^w genooten heeft als	
1 slaave jonge gen. ^t fortuijn Van Bengalen get. op rx. 80	
1 dito dito " Isak " Mallabaar " " 200	
1 oude ossewagen " " 10	
	<u>290</u>
	rd. 6405-40

Lasten des Boedels

Aan sooveel wijlen den landbouwer frans Hendrik Batenhorst aan sijn neef Caspar Hendrik Batenhorst bij testament heeft gele- gateert en thans nog in den boedel is berustende	rx. 1000
Aan sooveel den overleedene neevens de boedelhouster aan hunne thans nog levende drie minderjarige kinderen met naam Gerrit Jan en Willem Batenhorst bij testament ten vooruijt hebben ver- maakt in den boedel thans meede berustende	500
Aan d'erfgenaamen van wijlen den wel Edele gestr. Heer Adriaan Van Kervel volgens scheepenkennis	1000
Aan d'Heer Johannes Swellengrebel ter saake als vooren	282-16
Aan den wel Edele gestr. Heer Hendrik Swellengrebel volgens als booven	2333-16
Aan d'Heer Capitijn Rudolf Siegfried alleman volg. onderhandse obligatie	250
Aan S. ^r Barthault s'S. Jean volgens secretariale obligatie	233-16
Aan S. ^r Johannes Cruijwagen volgens onderhandse obligatie	70
Aan diverse personen over Cladschulden	59-22
	<u>5728-22</u>
Sulx den boedel nog suiijver te vooren is een somma van rx. 677-18.	

Aldus g'Inventariseert en getaxeert op voorsz. twee plaatsen gen.^t de klipheuvel
en d'patrijse valleij den 20 en 21 Maij in 't bijweesen van den in den hoofde
deeses genoemde mondige erfgenaam frans Hendrik Batenhorst.

D E E D O F S A L E .
-----

and Entered into at CAPE TOWN, this 14 day of April, 1920.

Between

HUGH JAMES FARMER BAIRNSFATHER

of the one part (hereinafter called the Seller),

and

HENRY THOMAS GEORGE WYBROW,

of the other part (hereinafter called the Purchaser) :

W I T N E S S E T H :

The Seller hereby sells to the Purchaser, who hereby purchases :

Certain piece of landed property described according to Diagram framed by Mr Surveyor Bisset as the farm "Brownhills" ; measuring as per Diagram 66 morgen, 70 square roods, situate in the Division of Stellenbosch :

Edgbaston

upon the following terms and conditions :

1. The Purchase Price is the sum of FOUR THOUSAND FIVE HUNDRED POUNDS (£4500) STERLING, payable in cash against the registration of Transfer :
2. Possession of the property shall be given by the Seller to the Purchaser on or before 1st May, 1920 :
3. Transfer will be passed by the Seller through his attorneys to the Purchaser as soon as possible, it being clearly understood and agreed that this Sale is a provisional one subject to confirmation by an Order of the Supreme Court, and the Seller undertakes to take all necessary steps forthwith to obtain such Order of Court :
4. It is also clearly understood and agreed that the property is sold subject to the registration of a Servitude which has already been entered into between the said Seller and his wife of the one part, and one Laurens Johannes Smith of the other part; the Power of Attorney embodying such Deed of Servitude dated 20th February, 1920, has been exhibited to the Purchaser and approved of by him, but would require amendment in order to indicate clearly that the property hereby sold and described as aforesaid by Diagram is that which is directly concerned and burdened with such Servitude; the costs and registration of such Servitude shall be borne and paid by the Seller to whom the £50 consideration paid by the said Smith accrues :
5. The wind-mill at present standing upon the property hereby sold remains the property of the Seller, who will forthwith cause same to be removed, and he shall then make the necessary water leadings or connections to deliver the water from the oil engine standing upon the property into the delivery pipes, as mutually agreed upon between the parties. The oil engine and its equipment herein referred to are included in the property

- 6. No portion of the Rates for the current year upon the property which have been paid by the Seller shall be recoverable from the Purchaser. Any other Rates or Taxes for the current year which have not yet become payable shall be paid by the Purchaser :
- 7. The fire insurance premiums which have already been paid by the Seller shall not as to any portion thereof be recoverable from the Purchaser who shall, however, have the benefit of same; the parties shall immediately notify the insurance offices concerned of the change of ownership resulting from these presents, in order to ensure that the insurance be not vitiated or prejudiced:
- 8. The Seller shall pay the costs of the aforesaid survey and Diagram and all charges arising out of the aforesaid Servitude, and he shall also pay charges connected with the cancellation of existing mortgages , and the costs and charges incidental to the requisite application to the Supreme Court , and 2½% ~~of~~ brokerage payable to Syfret's Trust Co., Ltd :
- 9. The Purchaser shall pay the usual and ordinary charges for the passing of Transfer to himself including these presents:
- 10. The Seller undertakes to continue to carry on farming operations upon the property hereby sold, until the Purchaser takes possession pursuant to these presents :
- 11. Attention is specially drawn to paragraph 10 of the Power of Attorney embodying the Servitude and it is a condition of these presents that the wife of the Seller, (namely, Nicolette Jacoba van Warmelo Bairnsfather, (born Cloete)), shall be a party to this Deed of Sale, in token of her approval thereof :

IN WITNESS WHEREOF the parties have hereunto set their hands as aforesaid on the date aforesaid, in the presence of the subscribing witnesses :

Henry Thomas George Wybrow
High Bairnsfather
Nicolette Bairnsfather

AS WITNESSES :

Richard ...
R. D. ...

ISSUED FOR INFORMATION ONLY
 ALLEEN VIR INFERMANKEVULLINGS OORREK

The said property is sold as it stands today together with all fittings and fixtures and exclusive only of stock, furniture, farming implements, personal effects and rolling stock and the wind-mill adjoining the homestead referred to in Clause 5 - the oil engine and gas plant to be delivered in good working order.

The property shall be called Edgbaston which name shall if possible be registered in the title deeds.

The purchaser's attorneys shall be allowed an opportunity to inspect title which inspection shall be completed not later than Monday the 19th instant and if they discover any onerous servitude not disclosed against the property the purchaser shall have the option to declare the sale cancelled.

Henry Thomas George Wybrow

As witness
Richard ...

ISSUED FOR INFORMATION ONLY
 " ALLEEN VIR INFORMASIEDOELLEINDS UITERLIK

NOTARIAL DEED OF SERVITUDE

between :

HUGH JAMES FARMER BAIRNSFATHER

and his wife

NICOLETTE JACOBA VAN WARMELO BAIRNSFATHER
(born Cloete)

of the one part

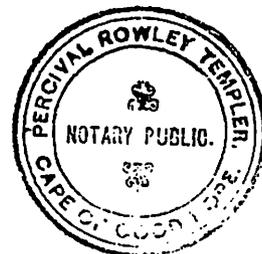
and

LAURENS JOHANNES SMITH

of the other part.

Cloete, Templer & Parker,
117 St. George's Street,
Cape Town.

7th June, 1920.





ISSUED FOR INFORMATION ONLY
ALLEN VIR INFORMATIE DOEL ENDE UITBREIK

NOTARIAL DEED OF SERVITUDE

KNOW ALL MEN WHOM IT MAY CONCERN :

me THAT on this 7th day of June 1920. before
PERCIVAL ROWLEY TEMPLER of CAPE TOWN,

Notary Public by lawful authority duly sworn and admitted, and in the presence of the Subscribed Witnesses, duly came and appeared

REGINALD HEINRICH PARKER
he, the Appearer, being duly authorised thereto by a Power of Attorney executed at "Brownhills" in the Division of Stellenbosch. on 20th day of February, 1920, by and between

HUGH JAMES FARMER BAIRNSFATHER and his wife
NICOLETTE JACOBA VAN WARMELO BAIRNSFATHER,
(born Cloete), to whom he is married out of community of property,

of the one part, and

LAURENS JOHANNES SMITH,

of the other part (which Power of Attorney now remains filed in my Protocol).

AND THE APPEARER DECLARED THAT

X WHEREAS the said LAURENS JOHANNES SMITH is the registered owner by paragraphs I, II and III of Deed of Transfer No. 576 dated 6th February, 1908, of certain property called "WELTEVREDEN" and adjoining Weltevreden :

AND WHEREAS the said HUGH JAMES FARMER BAIRNSFATHER is the registered owner by Deed of Transfer No. 3974 dated 5th July, 1915, of certain pieces of land known together as "BROWNHILLS" :

AND WHEREAS the said farm "Weltevreden" adjoins and lies immediately below the said "Brownhills":

AND WHEREAS certain springs and fountains arise upon the farm "Brownhills" :

AND WHEREAS a certain one of the said springs that arises on that portion of the farm "BROWNHILLS" known as "HARMONIE" has been opened up by the said Bairnsfather, and the water thereof has been impounded in a well and has been drawn therefrom to the extent of his needs by the said Bairnsfather by means of a pipe and windmill.

AND WHEREAS the said Smith has made claim to a share of the said water in the last mentioned spring which claim the said Bairnsfather has not acknowledged.

And

AND WHEREAS the parties desire that all cause of dissension or dispute between them be removed.

AND WHEREAS the said HUGH JAMES FARMER BAIRNSFATHER is prepared to concede and allow to the said Smith and his successors in title certain quantity of water from the said spring for the purpose of providing the said Smith with water for drinking and other purposes.

AND WHEREAS the said HUGH JAMES FARMER BAIRNSFATHER is about to transfer all the said property known as "BROWN-HILLS" unto and in favour of his said wife pursuant to the terms of the Ante Nuptial Contract No. 2339 registered 4th April, 1916:

*4th April 1916.
Per N.P.*

AND WHEREAS the said HUGH JAMES FARMER BAIRNSFATHER and his said wife have, pursuant to an order of the Supreme Court dated 23rd April, 1920, sold certain portion named "EDGBASTON" of the said "BROWNHILLS" to one HENRY THOMAS GEORGE WYBROW, the said sale being subject to certain terms and conditions and especially subject to the registration of this Servitude against the transfer of the said "Edgbaston", which transfer is now about to be passed :

AND WHEREAS the Appearer's Principals have, by virtue of the aforementioned Power of Attorney specially authorised him to enter into this Servitude and to bind them and their successors in title by registration hereof against the respective title deeds:

NOW THEREFORE THESE PRESENTS WITNESS:

THAT the Appearer a.s. hereby enters into the following agreement of Servitude:

The said BAIRNSFATHER for himself and his Successors in title of the said "EDGBASTON" has agreed to allow the said Smith and his successors in title to the said property "WELTEVREDEN" and adjoining "Weltevreden" (registered in paragraphs I, II and III of Deed of Transfer No. 576 dated 6th February, 1908) to enter upon "Edgbaston" at the convenience of the owner thereof or his successor in title to carry out and complete the works hereinafter described, that is to say:-

To repair the aforesaid well in such manner as to make it leak-proof and upon completion of such repairs to the satisfaction of the said Bairnsfather or his successors in title to properly insert the present overflow pipe or a similar pipe not larger than two inches internal diameter in the said well at a point not more than one foot below the present level of the water in the well, which overflow pipe shall have an outlet of not more than one and one half (1 1/2) inch diameter for the use of the said Smith and his successors in title - subject to the following special terms and conditions:-

1. That the whole of the said work shall be carried out at the joint risk and expense of the parties hereto in a good, careful and workmanlike manner and so as not to damages the well aforesaid or the windmill, pump and pining

ISSUED FOR INFORMATION ONLY
ALLEN AND BURNHAMPTON'S OFFICE

pipine connected therewith:

- 2. That the said Smith and his successors in title shall have the right to the water that flows from the aforesaid overflow pipe from the said well and in order that he may impound the said water he shall be entitled to lay an outlet pipe from the said overflow pipe, such outlet pipe being not larger than one and one half (1½) inch internal diameter. And the said Smith shall further be entitled at his sole risk and expense to lay a pipe line from the outlet pipe of the said well to his farm "WELTEVREDEN" for the purpose of conveying his share of the said water to the said farm.
- 3. That the pipe line to "WELTEVREDEN" shall where necessary be laid not less than 18 inches under ground and along a route already pointed out and agreed upon and shall be maintained and kept in repair by the said Smith and his successors in title without damage or inconvenience (in respect of cultivation of the property, etc.) to the owners of "EDGBASTON".
- 4. That the said Smith and his successors in title shall for the purpose of the proper and reasonable use of this Servitude be allowed reasonable access along the pipe line for purposes of inspection, repairs and maintenance, but always upon notice to the owners of that portion of "EDGBASTON" affected.
- 5. That the said Bairnsfather or other, the owner of that portion of the farm "EDGBASTON" upon which the said well and windmill now stand shall at all times have the free and unrestricted use of the said water in the well, including the right to pump the same by windmill, and to lead such water to the homestead or to any other point upon the said farm "EDGBASTON"; and the said Smith and his Successors in title shall have no right to interfere with such user or to complain that the overflow water from the said well is thereby diminished or affected. Neither shall the said Smith or his Successors in title have the right to demand that the said Bairnsfather or his Successors in title shall maintain or repair the said well for the purpose of improving or maintaining the supply, but if at any time it be shown that a portion of the water in the well is being lost by reason of leakage or disrepair which may be repaired either party or his successors shall be entitled at their joint risk and expense to effect such repairs, but only in such manner and under such conditions as not to interfere with or affect the supply of water to the windmill or other pump in operation for the service of the said Bairnsfather or his successors in title and only after due notice to the said owner of "EDGBASTON" and subject to his consent which shall not be unreasonably withheld. The said Bairnsfather or his successors in title shall have the right at any time to substitute some other form of pump to draw water from the said well in place of the existing windmill and to work such pump to the extent of his requirements; provided, however, that such

such substituted pump (if worked by power such as steam, electricity or internal combustion engines) shall not be worked by said Bairnsfather or his successors in title for more than 12 out of every 24 hours, if the effect of so doing shall be to deprive the said Smith or his successors in title of the entire overflow aforesaid.

- 6. That the said Smith and his successors in title shall have the right of access to the drain at present running past the aforesaid well for the purpose of cleaning such drain and the resultant drainage water collected in the said drain shall be allowed to run freely into the small stock dam on the farm "EDGBASTON" and thence to overflow and be conducted either by a furrow or by natural seepage into the adjacent water course which traverses the said farm "EDGBASTON" and "WELTEVREDEN".
- 7. That this agreement shall not deprive the said Bairnsfather or his successors in title of his right to make such exclusive use as he may deem fit of any other water arising upon the farm whether in springs now in existence or hereafter to be opened up or discovered, or to bore for water or to sink wells and to draw and use the water from such bores or wells, provided that no such fresh operation shall have the effect of depriving the said Smith or his successors in title of the supply of water secured to him and them by these presents - and the said Smith for himself and his successors in title declares that he has no claim upon any other such springs, wells and bores as the case may be.
- 8. That the said Smith shall pay the said Bairnsfather the sum of FIFTY POUNDS (£50) STERLING as consideration for this Servitude and he shall further pay the legal costs of preparing and registering the same, including the costs of preparing a plan of that portion of the farm showing the well and pipe line if required by the Registrar of Deeds.
- 9. That this Servitude be registered as a real Servitude against the title Deeds of the farm "WELTEVREDEN" and against the title deeds of "BROWN-HILLS" or against such portion of the said farms as may be affected thereby.

IN WITNESS WHEREOF the Appearer a.o. has subscribed to these presents on the day and date first aforesaid written, at CAPE TOWN.

As Witnesses:

- 1. *[Signature]*
- 2. *[Signature]*

[Signature]
a.o.

Quod Attestor.

[Signature]

Notary Public.

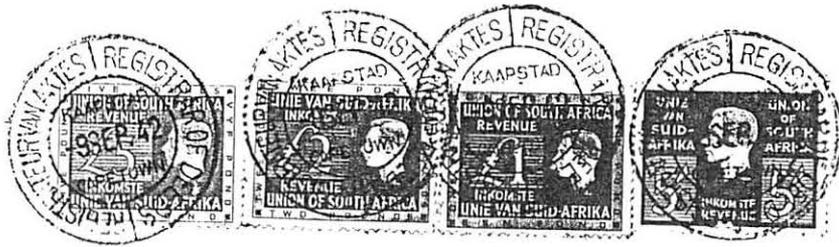


The original hereof bears a stamp this day cancelled by me.

7/1/20. N.P.

ISSUED FOR INFORMATION AND
ALLEN & BIRNBAUGH & CO. CHARTERS

10492



10492

1942

Deed of Transfer

In favour of.....J. J. VAN DEN BERGH.....

Dated.....10th September, 1942.....

COULTER & CO.,
 ATTORNEYS, NOTARIES AND CONVEYANCERS,
 107 ST. GEORGE'S STREET,
 CAPE TOWN.

1942 No. 12459
M. J. van der Merwe (Att.) hta.

DEED OF TRANSFER.

BY VIRTUE OF A POWER OF ATTORNEY.

Prepared by me,
Colin George Cowan Wrentmore
Conveyancer.

Know all Men whom it may Concern,

THAT **COLIN GEORGE COWAN WRENTMORE** appeared before me, Registrar of Deeds at Cape Town, the said Appearer, being duly authorised thereto by a Power of Attorney, granted to him by

JAMES ABERNETHY RENNIE (born on the 22nd October, 1901),

dated the ^{ca} ~~25th~~ ^{19th} day of ~~August~~ ^{July} 1942, and drawn up at **STELLENBOSCH,**

and witnessed in accordance with law, which Power of Attorney was exhibited to me on this day; and the said Appearer declared that his Constituent sold the undermentioned property to the undermentioned Transferee on the 24th day of July 1942, and that he, the said Appearer, in his capacity as Attorney aforesaid, did, by these presents, cede and transfer in, full and free property, to and on behalf of

JOHANNES JOSEPHUS VAN DEN BERGH,
(born on the 2nd September, 1891),

his Heirs, Executors, Administrators or Assigns,

1. LAND partly freehold and partly redeemed quitrent situate in the Division of Stellenbosch being the farm "Woodlands", portion of the farm "Edgbaston";

MEASURING : Twenty Four (24) Morgen, Four Hundred and Twenty (420) square roods - of which Fifteen (15) morgen, Two Hundred and Ten (210) Square Roods is redeemed quitrent;

EXTENDING as the Deed of Transfer with the diagram annexed made in favour of the late WILLIAM KEIR COUPER on the 5th May 1925 (No. 4192)^x and a subsequent Deed of Transfer made in favour of the Appearer's Constituent on the 30th April 1936 (No. 3692) will more fully point out;

SUBJECT :

A. to the conditions referred to in Deed of Transfer No. 3974 dated the 5th July 1915.

B. to the terms and conditions of the Notarial Deed of Servitude annexed to Transfer dated 24th June 1920, (No. 8863) and marked "A" entered into at Cape Town on 7th June 1920, whereby certain water rights and right of entry have been granted to and in favour of the property conveyed in paragraphs 1, 2 and 3 of Transfer dated 6th February 1908 (No. 576);

C. to the terms of the servitude referred to in the endorsement dated 5th November 1930 on the said Transfer dated 5th May 1925 (No. 4192) relating to the definition of the word "furrow" as used in paragraph 6 of the said Notarial Deed of Servitude dated at Cape Town 7th June 1920 and annexed to said Transfer dated 24th June 1920 (No. 8863). ✓

2. REDEEMED quitrent land situate as above being

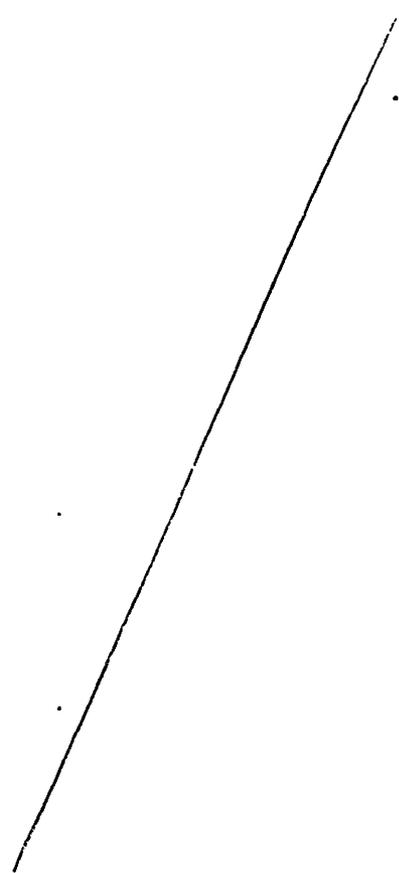
Lot ...

Lot W.A. a part of the farm Edgbaston;

MEASURING : Two Hundred and Fifty (250) square
roods, Eighty (80) square feet;

EXTENDING as the Deed of Transfer with the
diagram annexed made in favour of the late WILLIAM
KEIR COUPER on 3rd February 1927 (No. 782)^A and a sub-
sequent Deed of Transfer made in favour of the Appear-
er's Constituent on the 30th April 1936 (No. 3692) will
more fully point out;

SUBJECT to such conditions as are referred to
in the said Deed of Transfer No. 782 dated 3rd February
1927.



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s He:

Wherefore the said Appearer, renouncing all the Right and Title his Constituent heretofore had to the premises, did, in consequence, also acknowledge his Constituent to be entirely dispossessed of, and disentitled to, the same; and that by virtue of these Presents, the said

Transferee

his Heirs, Executors, Administrators, or Assigns, now is, and henceforth shall be entitled thereto conformably to local custom; Government, however, reserving its Rights:—

FINALLY ACKNOWLEDGING that his Constituent has been paid or secured in the Purchase Price of

THREE THOUSAND POUNDS (£3000.0.0d.)

In Witness whereof, I, the said Registrar, together with the Appearer, q.q., have subscribed to these Presents, and have caused the Seal of Office to be affixed thereto.

Thus done and executed at the Office of the Registrar of Deeds, in Cape Town, Cape Province, on the 10th day of the Month of September, in the Year of Our Lord One Thousand Nine Hundred and Forty TWO (1942).

Edwin B. Willems
q.q., His Principal.

In my presence,

Stambrecht
Registrar of Deeds.

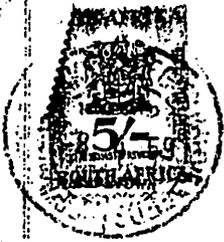
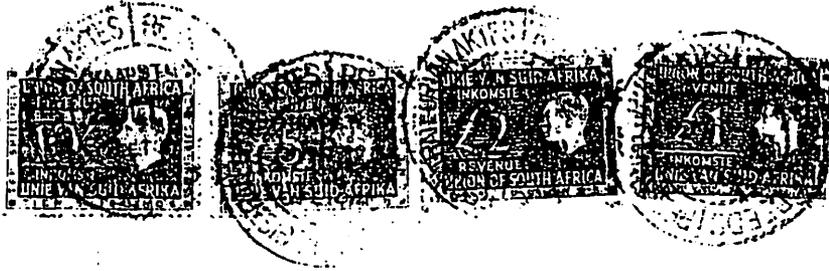
Date of birth.....	1. 10. 5. 85 / 19. 3. 39
Other Identification.....	By passport
Proof filed with.....	Immigration Dept.

Registered in the Register of *Stellenbosch Farms*
WB - 82 (3)
Book E3 Folio 40 (8)

E. X. Smith
Clerk in Charge

For Mortgage and other endorsements (if any) see heading of Deed.

ORIGINAL 45 L.F.F. *del Bassow* 10/2/83
 AT CLERKS. 12459
Not done



Deed of Transfer

12459

1942

In favour of MIRANDA ESTATES (PROPRIETARY) LIMITED

Dated 23rd October, 1942

COULTER & CO.,
 ATTORNEYS, NOTARIES AND CONVEYANCERS,
 107 ST. GEORGE'S STREET,
 CAPE TOWN.



Date of birth *John*
10 4 22 / 42

Wherefore the said Appearer, renouncing all the Right and Title his Constituent heretofore had to the premises, did, in consequence, also acknowledge his Constituent to be entirely dispossessed of, and disentitled to, the same; and that by virtue of these Presents, the said
TRANSIEREE

its ~~Heir, Executor, Administrator~~ or Assigns, now is, and henceforth shall be entitled thereto conformably to local custom; Government, however, reserving its Rights:—
FINALLY ACKNOWLEDGING that his Constituent has been paid or secured in the purchase price of THREE THOUSAND ONE HUNDRED POUNDS (£3,100.).

In Witness whereof, I, the said Registrar, together with the Appearer, *q.g.*, have subscribed to these Presents, and have caused the Seal of Office to be affixed thereto.

This done and executed at the Office of the Registrar of Deeds, in Cape Town, Cape Province, on the *23rd* day of the Month of *October*, in the Year of Our Lord One Thousand Nine Hundred and Forty -two (1942)

John J. (John) ...
q.g., His Principal.

In my presence,

Registrar of Deeds
Registrar of Deeds.

Registered in the Register of: *St. ...*
Book *118* Folio *82 (41)*
140 (9)
Wina
Clerk in Charge

The ...
For BARCLAYS NATIONAL BANK LIMITED.
Vir BARCLAYS NATIONALE BANK BEPERK.
STELLENBOSCH, C.P.A. 40-46 10-45
Accountant
REKENMEESTER

For Mortgage and other endorsements (if any) see heading of Deed.

Docket No. A1034 1925

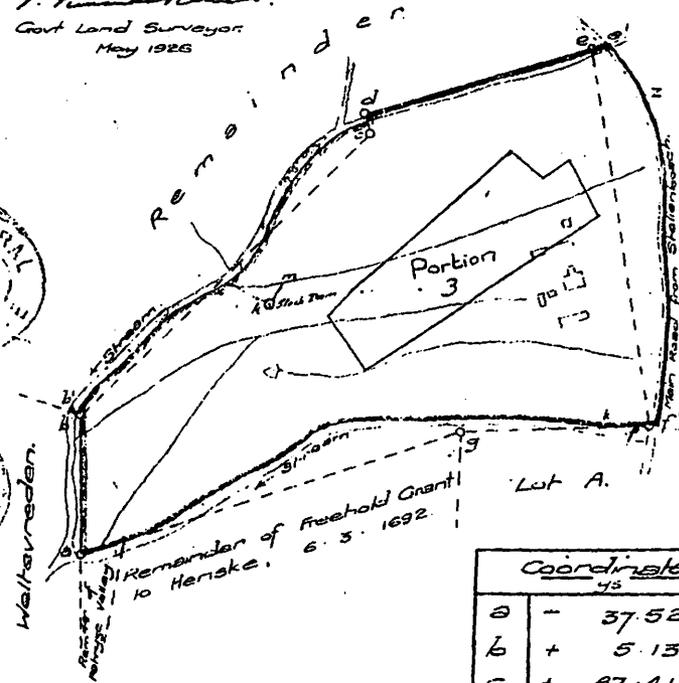
Approved No.

Ex. No.

The dam marked k and the furrows marked k¹ and km were laid down on this diagram by me.

T. Vinand Villem
Govt Land Surveyor
May 1925

J. H. S. S. S.
Surveyor-General.

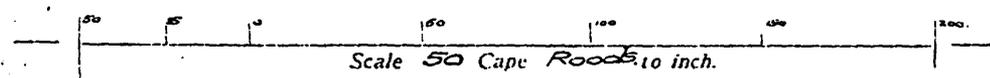


Sides	
Cape Roods.	
ab	42 68
bc	121 11
cd	6 27
de	70 25
ef	115 81
fg	56 13
ga	117 32

Angles	
0	11
a	71 47 40
b	134 55 20
c	238 3 0
d	92 25 20
e	82 17 30
f	83 52 50
g	196 38 20
bbc	118 34 20

Coordinates	
ys	ns
a	- 37.52 + 171.16
b	+ 5.13 + 169.58
c	+ 87.41 + 80.71
d	+ 93.57 + 91.89
e	+ 109.69 + 13.52
f	- 5.58 + 2.30
g	- 5.03 + 58.43

Red. Area: 23 Morg. 408 Sq. Rds.



The above figures a b b' inner edge of stream c d e' road z outer edge of Road f f k inner edge of stream e, represents 24 Morgen 420 Square roods of land situate in the Division of Stellenbosch, F.C. Boshelary, being the farm Woodlands, a portion of the farm Edgbaston, transferred to H.T.G. Wykrow, on the 24th June 1920.

Portion.....(.....WOODLANDS.)
(a portion of Portion.....) of the farm
EDGBASTON.....No. 104.....

9 Mor. 210 Sq. Rds. is Freehold.

15 Mor. 210 Sq. Rds. is Redeemed

Bounded as indicated above.

Surveyed and beaconed by us according to Regulations March 1925.

T. Vinand Villem
Government Land Surveyors.

This diagram belongs to the Transfer made this in favour of W. K. Couper.

Registrar of Deeds.
5/5/1925

1925
VN 10411

"WOODLANDS", portion of the farm "EDGBASTON";

MEASURING: Twenty-four (24) Morgen, Four Hundred and Twenty (420) Square Roods - of which Fifteen (15) Morgen Two Hundred and ten (210) Square Roods is redeemed quitrent;

EXTENDING as the Deed of Transfer with the diagram annexed made in favour of the late WILLIAM KEIR COUPER on the 5th May, 1925 (No.4192) and two subsequent Deeds of Transfer, the latter of which made in favour of the Appearer's Constituent on the 10th September, 1942 (No.10492) will more fully point out;

SUBJECT:

A. to the conditions referred to in Deed of Transfer No.3974 dated the 5th July, 1915;

B. to the terms and conditions of the Notarial Deed of Servitude annexed to Transfer dated 24th June, 1920, (No.8863) and marked "A" entered into at Cape Town on 7th June, 1920, whereby certain water rights and right of entry have been granted to and in favour of the property conveyed in paragraphs 1, 2 and 3 of Transfer dated 6th February, 1908 (No.576);

C. to the terms of the servitude referred to in the endorsement dated 5th November, 1930, on the said Transfer dated 5th May, 1925 (No.4192) relating to the definition of the word "furrow" as used in paragraph 6 of the said Notarial Deed of Servitude dated at Cape Town 7th June, 1920, and annexed to said Transfer dated 24th June, 1920 (No.8863).

2. REDEEMED quitrent land situate as above being Lot W.A. part of the farm "EDGBASTON";

MEASURING: Two Hundred and Fifty (250) Square Roods Eighty (80) SQUARE FEET.

EXTENDING as the Deed of Transfer with the diagram annexed made in favour of the late WILLIAM KEIR COUPER on 3rd February, 1927 (No.787) and two subsequent Deeds of Transfer, the latter of which made in favour of the

For further endorsements see Page 3

Appearer's Constituent on the 10th September, 1942
(No.10492) will more fully point out.

SUBJECT to such conditions as are referred to
in the said Deed of Transfer No. 782 dated 3rd Februaury,
1927.

8 Remains
 G.P.A.
 15/6
 REGISTERED
 11 FEB 1951
 13887
 1116

Part 1 :- Portion 3 = 3.7037 morgen
 TRANSPORTER 9 APR. 1959
 TRANSFERRED TO
 H.C.H.
 Remittent 20.04.63
 Remittent
 C.W.
 Asst. Registrar
 Asst. Registrar

Part 1 :- 7.2.1951
 by deed of transfer No 4008 dated 9/4/51 the
 said and its contents in title of the Remittent
 of the farm hereunder, portion of the farm, July-
 1942, was 20.9463 morgen held under title
 here of is entitled to a grant of 10 bps of land
 the Eastern boundary of which is depicted by the
 size of on sub-divisional diagram No. 1074/51
 there to be annexed for levelling works through the
 undivided portion of the farm, 3.7037 morgen
 which is hereby
 is shall not fully appear on reference to said deed
 of transfer.

DEEDS REGISTRY
 - CAPE TOWN
 - 9 APR 1959
 ASST. REGISTRAR OF DEEDS

Approved in terms of Act 21 of 1940
with amendments as already imposed.
Approved by Dept. Gen. Secy 516024 dt. 15/8/51

[Handwritten signature]
SECRETARY

THIS PORTION IS SUBJECT TO
CONDITIONS REFERRED TO IN SEC-
TION 11 (6) OF ACT No. 21 OF 1940.



This subdivision has been approved in terms
Hierdie onderverdeling is goedgekeur krans
of section 196 of Ordinance No. 15 of 1942
artikel 196 van Ordonnansie No. 15 van 1942
with conditions/with conditions as set out
in the conditions/met voorwaardes soos
gemeld.

17 MAR 1959

[Handwritten signature]
Provisional Secretary
Provisonale Sekretaris

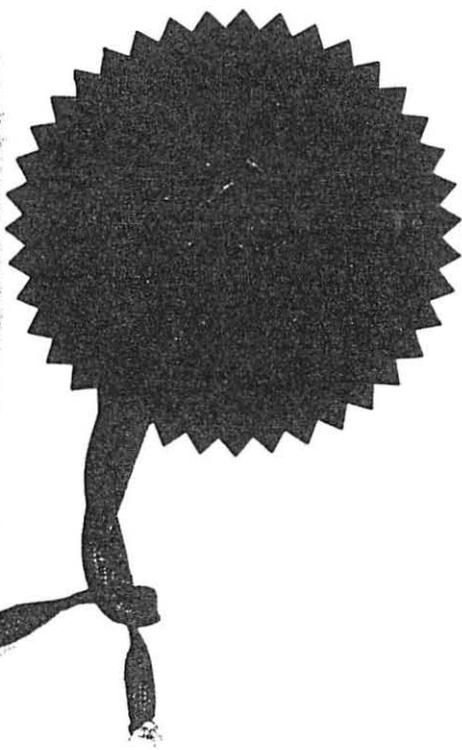
4061

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4061
1959

Deed of Transfer

MADE IN FAVOUR OF

HEINZ GUSTAV ERICH SHELL



SONNENBERG, HOFFMANN & GALOMBIK,
FEDERATED HOUSE,
56 SHORTMARKET STREET,
CAPE TOWN.

had on the 2nd February 1959 truly and legally sold and that he, in his capacity as Attorney aforesaid, did, by these presents, cede and transfer in full and free property to and on behalf of

HEINZ GUSTAV ERICH SHELL

(Born 19th October, 1902)

(WHITE GROUP)

his Heirs, Executors, Administrators or Assigns

CERTAIN land, partly freehold and partly redeemed quitrent, being Portion 3 (a Portion of Woodlands) of the farm Edgbaston, situate in the Division of Stellenbosch, transferred to William Keir Couper by Deed of Transfer No. 4192 dated 5th May 1925 and lastly held by MIRANDA ESTATES (PROPRIETARY) LIMITED by Deed of Transfer No. 12459 dated 23rd October 1942.

MEASURING AS SUCH: Three decimal Seven Nought Three Seven (3.7037) Morgen.

AS WILL MORE FULLY APPEAR from the annexed Diagram No. 10741/51.

SUBJECT:

- A. to the conditions referred to in Deed of Transfer No. 3974 dated the 5th July, 1915.
- B. to the terms and conditions of the Notarial Deed of Servitude annexed to Transfer dated 24th June, 1920, No. 8863, and marked "A" entered into at Cape Town on 7th June, 1920, whereby certain water rights and right of entry have been granted to and in favour of the property conveyed in paragraphs 1, 2 and 3 of Transfer dated 6th February, 1908, No. 576.
- C. to the terms of the servitude referred to in the endorsement dated 5th November, 1930 on the said Transfer dated 5th May, 1925, No. 4192, relating to the definitio of the word "furrow" as used in paragraph 6 of the said Notarial Deed of Servitude dated at Cape Town 7th June, 1920 and annexed to said Transfer dated 24th June, 1920, No. 8863.
- D. to the following special condition now imposed by and in favour of the Transferor:-

"The Transferor and its Successors-in-Title as owner of the remainder of the farm Woodlands, portion of Edgbaston, in the Division of Stellenbosch, measuring as per such remainder, Twenty decimal Nine Nine Six Three (20.9963) Morgen, held by Deed of Transfer No. 12459 dated 23rd October, 1942, shall be entitled to a servitude...

servitude 10 Cape Feet wide, for leading water through an underground pipe over the land hereby conveyed.

The Eastern boundary of the servitude is depicted by the line e f on Subdivisional Diagram No. 10741/51 of the land hereby conveyed."

E. to the following conditions imposed by the Divisional Council of Stellenbosch as controlling authority in terms of Section 11 (3) of Act 21/1940 when approving of the subdivision:-

1. The land may not be subdivided without the written approval of the controlling authority as defined in Act No. 21/1940.
2. The land shall be used for residential, agricultural and hotel site purposes only, and no store or other place of business or industry whatsoever may be opened or conducted on the land without the written approval of the controlling authority as defined in Act No. 21 of 1940.
3. No building or structure whatsoever shall be erected on the land without the written approval of the controlling authority as defined in Act No. 21 of 1940.
4. No building or structure whatsoever shall be erected within a distance of 300 Cape Feet of the centre line of the road from Stellenbosch to Klapmuts which passes along the Eastern boundary of the property in question without the written approval of the controlling authority as defined in Act No. 21 of 1940.

WHEREFORE...../

WHEREFORE the Appearer q.q. renouncing all the Right and Title which
the said Transferor Company
 heretofore had to the Premises, on behalf as aforesaid, did in consequence, also
 acknowledge **the said Transferor Company**
 to be entirely dispossessed of, and disentitled to the same; and that, by virtue of
 these presents, the said

T R A N S F E R R E E

his Heirs, Executors, Administrators

or Assigns; now is and
 henceforth shall be entitled thereto conformably to local Custom; -Government,
 however reserving its Rights; and finally acknowledging the said
Transferor Company to have been satisfactorily paid the whole
of the Purchase Money amounting to a sum of

SIX THOUSAND POUNDS (£6,000).

ASSISTANT

IN WITNESS whereof I, the said Registrar, together with the Appearer,
 q.q. have subscribed to these Presents, and have caused the Seal of Office to be affixed
 thereto.

THUS done and executed at the Office of the Registrar of Deeds, in Cape
 Town, in the Province of the Cape of Good Hope on the ^{9th} day of
 the Month of APRIL in the Year of our Lord One Thousand Nine
 Hundred and Fifty Nine (1959).

[Signature]
 q.q. his Principal

In my presence

ASSISTANT *[Signature]*
 Registrar of Deeds

Registered in the Newman Register
 of Stellenbosch Book folio 436A

[Signature]
 Clerk-in-Charge

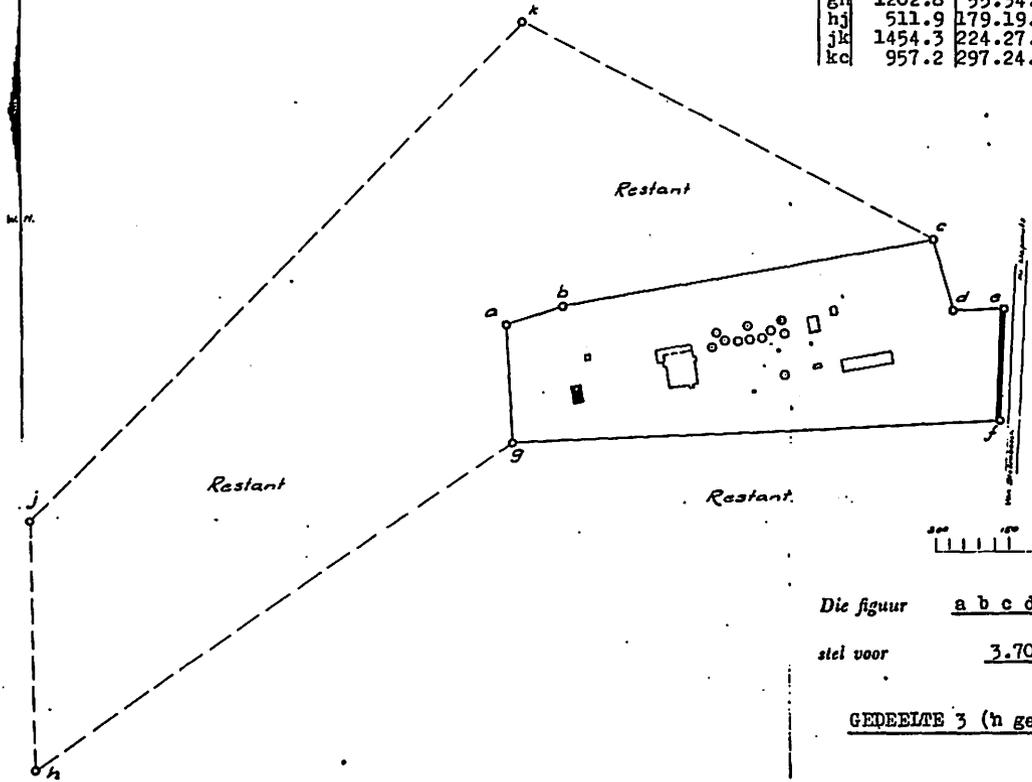
1/15/59/50
 DEPARTMENT OF LANDS AND SURVEY
 OFFICE OF THE REGISTRAR OF DEEDS
 CAPE TOWN

ONDERVERDELINGSKAART,
Art. 24 (b), Wet No., 9 van 1927.

L. G. No. 1 0741/51

BYE	Kaapse Voet	RIJTINGS- HOEKE	STELSEL 1919" KO-ORDINATE	
			y	x
ab	123.6	250.52:30	a + 4000.0	+ 1171000.0
bc	779.0	259.20.50	b + 2235.2	+ 5998.7
cd	153.5	344.16.50	c + 2118.4	+ 5958.2
de	105.2	268.44.50	d + 1352.8	+ 5814.2
ef	232.3	2.14.40	e + 1311.2	+ 5962.0
fg	1009.2	87.03.30	f + 1206.0	+ 5959.7
ga	245.2	177.08.30	g + 1215.1	+ 6191.8
gh	1202.8	55.34.10	h + 2223.0	+ 6243.6
hj	511.9	179.19.00	h + 3215.1	+ 6923.7
jk	1454.3	224.27.20	j + 3221.2	+ 6411.8
kc	957.2	297.24.00	k + 2202.6	+ 5373.7

Goedgekeur.
[Signature]
Landmeter-generaal.
14 AUG 1952



Die lyn ef stel die oostelike grens van h Serwituut van Waterleiding, 10 Kaapse voete wyd, voor.

Gedeelte... 3
(h gedeelte van die plaas
EDGEBASTON Nr. 104

Skail 1: 5.000

Die figuur abcd efg
stel voor 3.7037 Morgen grond, synde

GEDEELTE 3 (h ged. van Woodlands) van die plaas Edgbaston No 104

geleë in die Afdeling Stellenbosch Provinsie Kaap die Goeie Hoop

Opgemeet in Des. 1951 deur my *[Signature]*
Landmeter.

Bakenbeskrywing.

- a, b, c, d, e, f & g : Ysterpaal wat 6" uitsteek.
- h : Ingeplante klip wat 18" uitsteek.
- j : Ingeplante klip wat 12" uitsteek.
- k : Ysterpaal wat 18" uitsteek.

fer

ORNEY

Prepared, L.
Cons.

ONCERT.

N

appeared before
authorised therefor

1959

JA ESTATES -
on behalf of
Commissioner of Lands
at Cape Town

