(Self-)purchase, obligation and the financial lives of enslaved and manumitted people in nineteenth-century Cape Town

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WISER Seminar
2 September 2026

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Abstract
This paper uses manumission as a lens through which to explore the financial lives of enslaved people in nineteenth-century Cape Town. Between 1825 and 1834, more than one thousand two hundred people were manumitted in the city, about a third of whom achieved that through (self-)purchase. Records of paid manumission marked the end point of what, in some cases at least, was a protracted dispute over the costs of freedom. Pairing quantitative analysis of the paid manumissions with close reading of disputed manumission cases, this paper centres enslaved people as financial actors. In so doing this paper contributes a new perspective to the growing literature on the financial side of slavery and emancipation.

Keywords: manumission, self-purchase, family, South Africa, work, dependency, obligation

Just days before *de jure* Emancipation in the Cape Colony, on 27 November 1834, an enslaved woman named Malatie was manumitted from the condition of slavery into which she had been born. Malatie's manumission was purchased on her behalf by someone recorded as A. Christian, and it cost Christian £37 10*s*. At the time, Malatie was a young woman of about 23 years old, a housemaid, and had been the registered property of Swellendam slaveowner J. van Dyk since early 1829.[1] Malatie was the last of the 1,266 enslaved people who achieved manumission in Cape Town between 1825 and de jure Emancipation on 1 December 1834 and she was among the 484 individuals whose manumission was achieved by payment.[2]

Manumission by purchase opens a window onto enslaved and manumitted people's financial lives. This is one arena in which we see not only enslaved people earning wages, but

[1] 'Register of Manumissions…' accessed online on FamilySearch, Film no. 007735082, image 361: [6 Nov 2024] https://www.familysearch.org/ark:/61903/3:1:3Q9M-C91Q-M3XG-V?view=index&action=view&cc=2739063 The original records are preserved in the Western Cape Archive and Records Service, Cape Town (WCARS), Slave Office (SO), 7. Slave Register Johannes Jacobus van Dyk accessed online on FamilySearch, Film no. 007735099, image 528: https://www.familysearch.org/ark:/61903/3:1:3Q9M-C91S-R9MX-W?view=index&personArk=%2Fark%3A%2F61903%2F1%3A1%3AQG6Z-CS4K&action=view&cc=2739063 [6 Nov 2024]. The original records are preserved in WCARS, SO 6.

[2] See Kate Ekama, 'Bound to be free? Manumission in Cape Town, 1825-1834' *Slavery & Abolition* 46, 2 (2025): 441-462 for an overview of the Cape Town manumissions.

also choosing how to spend those wages. This paper demonstrates for the first time the financial arrangements enslaved people entered to achieve manumission.

Being enslaved and a wage labourer were not mutually exclusive.[3] At the Cape of Good Hope, some enslaved people could hire out their own labour for wages, some of which they paid monthly to the person who claimed ownership over them.[4] By the 1820s, there were 54 people in Cape Town whose occupation was hiring out enslaved people.[5] These arrangements afforded enslaved people a degree of autonomy and mobility, both working and living outside of the slaveowning household. As Bank argued in the 1990s, wage-earning in Cape Town contributed to the demise of urban slavery before emancipation (1834/38); the assumed mechanism was using wages to purchase freedom.[6] Here I document precisely how that worked.

Manumission was a formal process which produced a variety of documents: a request to manumit, the deed, and the freedom letter which proved freed status for the manumitted person. Slaveowners also wrote manumission promises into wills, included conditions in sale and transfer records, and Dutch Reformed Church clerks recorded manumission fees paid to the church in their accounts. Once the British established slave registers in 1816, clerks recorded manumission details in the registers, entering the manumission date alongside each manumitted person's name. In the 1820s, British officials created a centralized list of manumissions formalized in Cape Town, starting in 1825. The following year the British established the Guardian of Slaves office to enforce amelioration regulations. The manumission registers, slave registers, and enslaved people's petitions to the Guardian's office are central to understanding how enslaved people organised their financial lives.

In this paper I first analyse the 484 manumissions by purchase, showing that enslaved people and their identifiable relatives paid the costs in more than 40% of purchase cases. On average, enslaved people who paid for their own manumission were older and paid more for their freedom than others did. In the second section I focus on a case of disputed manumission by payment which shows how enslaved people chose to spend their wages, paid off manumission in instalments, and entered financial arrangements with third parties to contribute to their manumission costs. In the third section, I consider repayment expectations and opportunities and accompanying obligations. I found 46 binding instances of enslaved people who, once they had reimbursed the price for which they had been purchased, would be manumitted; not all of these agreements resulted in formal manumission. For some of these people, manumission was the endpoint of a repayment agreement. In other instances,

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[3] This was true in a variety of slave societies. See Claudia Varella and Manuel Barcia, *Wage-earning Slaves: Coartación in nineteenth-century Cuba* (Gainesville: University of Florida Press, 2020); Klas Rönnbäck, 'Waged Slavery – Incentivizing unfree labour at Cape Coast Castle in the Eighteenth Century', *Slavery & Abolition* 37, 1 (2016): 73-93.

[4] Nigel Worden, *Slavery in Dutch South Africa* (Cambridge: Cambridge University Press, 1985), pp 25, 26, 38, 80-81.

[5] Nigel Worden, Elizabeth van Heyningen, and Vivian Bickford-Smith, *Cape Town: The Making of a City.* (Kenilworth: David Philp, 2004), p. 95.

[6] Andrew Bank, *The Decline of Urban Slavery at the Cape 1806 to 1843* (Cape Town: University of Cape Town Centre for African Studies, 1991).

I suggest, it was the beginning: expectations of reimbursement of manumission expenses could result in conditions attached to manumission, such as years of additional service. These cases shed greater light on the connection between manumission and work.

Scholars of Atlantic slavery have shown that manumission was a process.[7] Focusing on the negotiations over the price of freedom adds another dynamic to understanding how that process worked: enslaved people not only negotiated access to manumission, but also, with their financial, social and kinship networks, negotiated what it would cost, how it would be paid off, and by whom. Manumission in the Cape Colony always involved Dutch East India Company and later British institutions to formalize the process, even if it was a "domestic process" which started in the family, as Shell argued.[8] But changing manumission regulations in the 1820s gave British institutions – the Guardian of Slaves office specifically – new enforcement power and brought these household matters into the quasi-legal arena. Enslaved people took their grievances to the Guardians' offices: when the Guardian's office opened in mid-1826, enslaved people prioritized freedom claims.[9] The Guardians' offices functioned as a check on slaveholder power, even if the Guardians themselves did not always act in the interests of the enslaved people they were tasked with representing.[10] Disputed manumission brings into focus parts of the process of manumission which otherwise went unrecorded.

This work offers a new perspective on the financial side of slavery. The role of slave labour in the Cape economy is well-documented.[11] More recent work has begun to demonstrate the importance of slave collateral in colonial credit networks which were based on personal lending before the rise of commercial banking in the nineteenth century.[12] Many questions remain about the role of slavery and compensated emancipation in the growth of the Cape economy. In this paper I focus on enslaved people's financial lives, rather than the ways in which slaveowners used enslaved people as labour, capital and commodities. I center enslaved people as financial actors through the lens of manumission.

[7] See for instance the recent work of Fatah-Black, Negron, and de Koning on Suriname.

[8] Robert C.-H. Shell, *Children of Bondage: A social history of the slave society at the Cape of Good Hope, 1652-1838* (Johannesburg: University of Witwatersrand Press, 1994), p. 372.

[9] John Edwin Mason, *Social Death and Resurrection: Slavery and Emancipation in South Africa* (Charlottesville and London: University of Virginia Press, 2003); John Edwin Mason, 'The Slaves and their Protectors: Reforming resistance in a slave society, the Cape Colony, 1826-1834' *Journal of Southern African Studies* 17, 1 (1991): 103-128.

[10] Mason, *Social Death and Resurrection*.

[11] Worden, *Slavery in Dutch South Africa*, Ch 3.

[12] Johan Fourie and Christie Swanepoel, ' "Impending ruin" or "remarkable wealth": The role of private credit markets in a settler economy', *Journal of Southern African Studies* 44, 1 (2018): 7-25; Kate Ekama, "Bondsmen: Slave Collateral in the 19th-century Cape Colony", *Journal of Southern African Studies* 47, 3 (2021): 437-53; Aaron Graham, 'Slavery, Banks, and the Ambivalent legacies of compensation in South Africa, Mauritius and the Caribbean', *Journal of Southern African Studies* 47, 3 (2021): 473-487.

Manumission by purchase

At the Cape of Good Hope, manumission was a legal route out of slavery, which existed at least in theory for all enslaved people, those owned by the Dutch East India Company, later British authorities at the Cape, and private individuals under both regimes. Under the Company, prerequisites including proficiency in Dutch, baptism, a guarantor, and payment of fees were introduced and enforced at various points in time.[13] After a period of back and forth, the Cape Colony was taken and held by the British from 1806 onwards. In the context of the reforms across the Empire, Cape Colony Ordinance 19 of 1826 introduced a number of very significant changes to regulating slavery including manumission: the creation of the Guardian of Slaves office, to represent the interests of enslaved people and receive complaints; abolition of manumission fees; confirmation of enslaved ownership and disposal of property; and manumission by purchase, the so called 'compulsory manumissions'. While manumission by purchase had been an option for enslaved people prior to the 1820s, Ordinance 19 introduced it as a public right. No longer could slaveowners refuse an enslaved person's request for manumission by asking an unrealistic price for their freedom. The ordinance established a system of referees and umpires to adjudicate in disputes over the price of freedom.[14] That enslaved people took up these changes in regulations is clear in the records of the Guardian of Slaves and it is for this reason that Ordinance 19 had such an impact. As Mason writes,

> Between 1826 and 1834, thousands of Cape Colony slaves were able to affirm the rights that the laws had established. They kept their families together, won freedom through lawsuits and self-purchase, and attempted, sometimes successfully, to protect themselves from physical abuse.…These efforts, even when they failed, constituted a form of resistance, and, when they succeeded, diminished the force of their masters' domination and materially improved the quality of their lives.[15]

The Cape records show that enslaved people took their complaints to the Guardian immediately following the creation of the office. Many of those were about freedom: complaints of broken promises of manumission; illegal detainment; and disputes over payment.[16]

According to the Cape Town manumission registers, between 1825 and 1834 1,266 individuals were manumitted, and more than a third of manumitted people had purchased their own freedom, or had it purchased on their behalf.[17] While here I focus on the 484 manumissions by purchase, the other reasons for manumission recorded in the register included 'free gift', reward for years of service, by will, and by Government order. Manumission always included the enslaved person to be manumitted and the slaveowner

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[13] Shell, *Children of Bondage*, pp. 371-94.

[14] Ordinance 19, 1826. Published in G.M. Theal, *Records of the Cape Colony* vol 26 (London: William Clowes and Sons, 1905), pp. 468-91; Mason, *Social Death and Resurrection*, p. 49.

[15] Mason, 'The Slaves and their protectors', 105.

[16] The National Archives, London (TNA) Colonial Office (CO) 53/48 and WCARS, SO/3/7-3/13 which include over 750 complaints together.

[17] Ekama, 'Bound to be free'.

who formally ceded his property. Shell helpfully distinguishes between slaveowner and manumitter: while sometimes they were the same person, it is particularly important to consider the manumitter in cases of manumission by purchase.

Enslaved people and their relatives played an important role in achieving manumission by purchase. Almost a third of manumissions by purchase recorded in Cape Town were achieved by the enslaved person herself purchasing her freedom. Identifiable family members, whether enslaved or free(d), paid the sum in 9% of manumissions by purchase. Together then, enslaved people and their relatives paid the price of manumission in 42% of purchase cases. In 11% of the recorded manumissions who paid was not recorded. Table 1 shows who the manumitters were.

Table 1a: Who paid? 1825-1834

Paid by	**Number**	**%**
Self	155	32
Family*	43	9
Enslaved	4	1
Freed people^	104	21
Free people	104	22
Guardian of Slaves	21	4
Unrecorded	53	11
Total	484	100

*Irrespective of legal status. That is, an enslaved woman who purchases her own and her children's freedom is here categorised as self-liberated and as a family-manumitter for her daughters. She is not categorised under 'freed people'. Freed people here are those with names recognisably indicating enslaved status in the past, and for whom no familial tie has yet been found with the person being manumitted. ^Naming conventions and designations indicate that these people were formerly enslaved. At the Cape at the time, they were referred to as Free Blacks or *vrijswarten. Source:* Calculated from Manumission Registers WCARS SO 7 (accessed online via FamilySearch) with additional familial relationships recovered from TNA CO 53/48; Theal, *RCC*; WCARS SO 6 (THT transcribed records); and WCARS SO 3.

Table 1 shows the importance of enslaved people manumitting themselves and being manumitted by identifiable relatives, whether enslaved or free. The family relationships included here are mostly mother-child (28), but also include adult children manumitting parents, husbands manumitting wives, and fathers manumitting children. The sources are limited in how one can recognise family. The British colonial authorities who were recording enslaved and freed people prioritised maternal lines, recording mother's names in the slave registers from 1816 onwards. Fathers are almost entirely absent from the slave registers.[18] They appear in other records, including the Guardian of Slaves reports, as the following case study sets out.

[18] On the slave registers see Kate Ekama, 'Rebuilding Enslaved people's lives in nineteenth-century Cape Town', *Journal of Interdisciplinary history* (forthcoming, 2026).

There are four interesting instances where enslaved men paid for young children's freedom. One such case was that of Marthinus, a cooper who paid for the freedom of the four year old child Drammat. Drammat, and his mother Boesina were registered as the property of Sebastiaan Leibbrandt, and following his death, his widow Carolina Maria Wiid accepted Marthinus' payment in exchange for Drammat's freedom. Boesina was never manumitted according to the slave registers, and neither was Marthinus himself. He remained registered as the property of W. F. Hertzog.[19] It is quite possible that in this and the other three instances, the enslaved manumitter was also the father(figure) of the manumitted child.

That it was possible for an enslaved person to purchase another's freedom was based on the recognition of enslaved people's property ownership. Enslaved people's ownership of things – whether money or clothing or other personal possessions – was tolerated but not legally protected until changes in law in the nineteenth century. Amelioration legislation specially included protections of property.[20] At least as early as the eighteenth-century some enslaved people were working for wages a portion of which they kept. By the nineteenth-century, wage labour performed by enslaved people was one a few factors undermining urban slavery before emancipation, as Bank has shown.[21] It may have been wages, saved up over time, which allowed the four enslaved men to purchase the freedom of enslaved children. In other cases, accumulated earnings were put to the purchase of their own freedom.

The sums paid for manumission by purchase varied enormously, from a few shillings hundreds of pounds. Elderly Lea and Apollos each paid 15*d* for their freedom.[22] In contrast, Lieutenant Colonel Thomas Brown paid £975 for Hanna and her two daughters' freedom.[23] On average, manumissions by purchase cost just over £41 per enslaved person manumitted (mode £22). The average age of people manumitted by purchase was 30 years, quite a bit younger than the average age of 44 years for enslaved people who paid for their own manumission. These older people also paid more for their freedom: instead of £41, they paid nearly £44 pounds per person.[24]

There were surely many factors that contributed to the final price paid for manumission by enslaved people and manumitters. Age, skill, market/replacement price, earlier purchase price, and status within slaveholdings surely all played a role. While there are no traces of exactly how each sum was set, disputed manumission cases offer a window into the negotiations that preceded the final registration of each manumitted person. That manumission was contested between enslaved and slaveowner is clear in the records of the Guardian of Slaves to whom enslaved people turned seeking intervention in their frustrated

[19] WCARS SO/6/22 f, 112; SO/6/25 ff. 19, 20; SO/7 1828-3-7, Drammat.
[20] Ordinance 19, 1826. Theal, *RCC* 26: 468-91.
[21] Bank, *The Decline of Urban Slavery.*
[22] WCARS SO 7 Manumission register. 1830-10-20 Lea; 1831-08-03 Apollos.
[23] WCARS SO 7 Manumission register. 1827-05-19 Hanna, Hendrina, Klaartje.
[24] Hanna and her daughters' manumission have an outsized impact on the averages. Excluding the £975 paid for their freedom the differences between paid by the enslaved themselves and paid by others becomes greater £43 18s 3d vs £37 5s 7d.

attempts at claiming freedom. Of the cases on which the Guardian of Slaves reported to London in his first report, about 10% were freedom claims.[25] The following cases all bring to the fore the initiative of enslaved and free people in beginning processes of manumission and the negotiations which preceded manumission registrations.

The process of manumission: Candace's story

An enslaved woman named Candace approached the Guardian of Slaves in Cape Town in August 1826 and recounted her story of broken promises of manumission by purchase.[26] A dispute had arisen between her and the woman who claimed ownership over her, Mariana Catharina, widow of Thomas Beedlestone. Candace told the Guardian that Thomas Beedlestone purchased her for manumission yet his widow now ill-treated her and threatened to sell her. Candace approached the Guardian to intervene to enforce Thomas Beedlestone's manumission promise.

Candace was first registered as enslaved in 1816, when registration was made compulsory, and entered as the property of George Herbert. At the time, she was about 28 years old, her occupation was recorded as housemaid, and it was noted that she was born in the Cape Colony. The same register indicates that Herbert sold Candace in 1822; she was transferred into the name of Thomas Beedlestone.[27] Thomas Beedlestone was a London-born man, who lived at the Cape and was a slave-owner there. The size of his initial slaveholding is unknown. The first record related to slaveownership was his 1814 request to manumit two enslaved women. One of these was Mariana Catharina van de Kaap, who, three years later, was baptized in the Dutch reformed church. Her name appears among other adults baptized in July 1817 where she was recorded as "freed slave" of Thomas Beedlestone. Six years later, in 1823, Thomas Beedlesteone, of London, married Mariana Catharina Beedlestone van de Kaap in the Dutch Reformed Church in Cape Town. The following year, he passed away, leaving Mariana Catharina a widow, the head of his household, and owner of his slaveholding.[28] That household included the enslaved woman Candace, who was Mariana Catharina's sister.

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25 WCARS SO 3/7 – 3/11. In total, there are 563 cases (numbered 1 to 563 by the Guardian in his books), of which I have categorized numbers 53-487. The report which was printed in London and preserved in The National Archives, CO 53/48 appears to follow a different numbering and its own broad internal categorization. The second section of that report is devoted entirely to freedom claims which number 42.

26 This dispute is recorded in the Guardian's Report and details are taken from this record unless otherwise specified. TNA, CO 53/48, pp. 80-81.

27 WCARS SO 6/22 f. 78.

28 WCARS CO 3899 1 60. Memorial from Thomas Beedlestone; Dutch Reformed Church (DRC), Cape Town, Baptism records 13 July 1817, available online: https://www.familysearch.org/ark:/61903/3:1:S3HT-DRH9-1WL?i=44&cc=1478678; DRC, Cape Town, Marriage records, 20 January 1823, available online: https://www.familysearch.org/ark:/61903/3:1:3Q9M-CSFQ-S9MF-V?cc=1478678&personaUrl=%2Fark%3A%2F61903%2F1%3A1%3A6DM9-PDYL ; Church of the Province, Parish Registers, death notice Thomas Beedlestone, available online: https://www.familysearch.org/ark:/61903/1:1:D6DG-SWZM (all accessed 10 April 2023).

The dispute between the sisters was around Candace's future freedom. Candace informed the Guardian that Mariana Catharina had ill-treated her, and threatened to sell her, even though Thomas Beedlestone had purchased her with the intent of freeing her as soon as she had repaid the cost of her purchase. Candace provided the Guardian with a written statement providing details of the repayment to date: on or by 31 July 1826 she had repaid Rds695 (£52 2*s* 6*d*), and she informed the Guardian that she would pay another Rds20 (£1 10*s*) at the end of August, when her monthly wage was due. Candace thus claimed that by the end of the month she would have reduced the debt by Rds715 (£53 10*s* 6*d*).

Candace told the Guardian that she was hired out for Rds20 (£1 10*s*) per month thus revealing that it was through earning a wage that she was paying off the purchase money and effectively purchasing her manumission. At that rate it would take another four and half years to achieve manumission. It is not a surprise that Candace had other plans in mind.

Candace appears to have lived a life of reasonable autonomy from her slaveowner-sister: not only did she not labour in the slaveowning household, rather hiring herself out, she did not live in the household either. Candace informed the Guardian that she cohabited with a man named William Spratt. It is unclear where Spratt was living in the 1820s, or what his occupation was, but in 1833 a W. Spratt appears in the Cape Almanac with an address in Looyer's-plein.[29] William was central to Candace's plan to achieve manumission by purchase and to her life as a freed woman. William had agreed to pay Rds500 (£37 10*s*) for her freedom; once manumitted she would be baptized; and following baptism Candace and William planned to formalize their relationship in marriage.

The Guardian took up Candace's request for intervention. He interviewed Mr William Kingham and Mr F.S. Watermeyer to ascertain the veracity of Candace's claim that Beedlestone intended to manumit her. In his interview, Kingham reported to the Guardian his belief that Beedlestone had indeed intended for Candace to purchase her freedom by reimbursing the purchase-money that he had not asked interest on the sum during repayment; and was in fact willing to accept a lower sum should someone be willing to pay it. This all sounded very promising for Candace; however, it was the Guardian who then interpreted what an acceptable lower sum would be and he was convinced that Beedlestone intended the majority of the money to be paid before Candace could be manumitted. This assumption of intent was crucial, because the sum outstanding was over Rds1000 (£150), far more than half the purchase money.[30] Therefore, the Guardian chose to pursue only persuasive measures on Candace's behalf. We can assume from this, that he felt the basis of a legal case of broken freedom promises to be too thin to pursue in the Courts. Having initially offered Rds500 (£37 10*s*) towards Candace's manumission, Spratt raised it to Rds700 (£52 10*s*) but could offer no more. Mariana Catharina refused. And so, it seems the sisters were at an impasse; Candace remained enslaved.

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[29] Cape Almanac, 1833.

[30] This excludes the Rds520 (£39) of promised future payments which were yet to be made. There is some discrepancy in the numbers, but whatever the exact amount, it did not meet the 'majority' assumed necessary by the Guardian.

It is possible that over the following years Candace continued to live with Spratt, and pay her Rds20 (£1 10*s*) wages to her sister towards her manumission, slowly but surely paying off the debt of her purchase. Five years later, in 1831, an enslaved woman named Candace was manumitted out of Thomas Beedlestone's estate. The manumission register records it as a 'free gift'. At the very least this overlays the earlier conflict over purchase with slaveowner beneficence; but perhaps it also excludes from the historical record Candace's achievement of manumission.

As in other cases when enslaved people approached the Guardian of Slaves to broker agreements for manumission, Candace appeared in the office as a financial actor herself, a wage-earner, holder of receipts, and part of a network via which to command hundreds of rixdollars to contribute to her manumission payment. What the Guardians' records reveal is the negotiated aspect of manumission, and not around permission but specifically around finances. This was a long, drawn-out process of family conflict in Candace's case.

Obligations of service and repayment

As Shell points out, enslaved people who were manumitted at the Cape of Good Hope, whether under the rule of the Dutch East India Company or later the British, were bound to their former owners in specific ways under the Roman legal concept of the obsequium.[31] The starting point then is that manumission did not sever the bonds between enslaved and owner but reshaped them in important ways. For some enslaved people, slaveowner-manumitters added conditions over and above the obsequium. In his wide-ranging study of manumission, Shell focused on conditions of service, showing that slaveowners infrequently imposed such constraints on manumitted people at the Cape. But for those on whom such conditions were placed, the effect was constrained freedom for anything from a year to life service. Perhaps manumission brought a change in legal status, but not in lived experience.[32]

In the years prior to emancipation, fewer manumissions were conditional on continued service. Between 1825 and 1834, 4% of manumissions had conditions of continued service attached. These ranged from a set period of years to service until the manumitter's death.[33] For instance, Salomon, who was manumitted in 1828, was required to continue in service of his former owner for six years while Sandon, Mina, Rebecca and Maria were required to serve until the death of their former owner and manumitter.[34] Only once in the records was the period of service attainment of a certain age by the freed people. The two young children George and Christina were manumitted in 1827 when they were five and one years old respectively. Henry Murphy manumitted them under the condition that they remain

[31] According to Shell, these requirements were 'duties and deference' from the freed person and kin to all members of the former slaveowning family. These duties were sometimes expected but were not enforced in the Cape Colony. Shell, *Children of Bondage,* p. 378.
[32] Shell, *Children of Bondage*, pp. 377-8.
[33] Ekama, 'Bound to be free', p. 16.
[34] WCARS SO 7 Manumission Register, 1828-03-04, James Camegie; 1828-12-05, Petrus Johannes Theron.

in service to him until they reached the age of 20.[35] These manumissions follow the pattern of the Philanthropic Society manumissions in which manumission and work were bound together. Young girls who the society purchased for manumission were indentured either to the former owner or to someone else deemed appropriate by the society, to continue in service until 'fully freed'.[36]

Here I take up the earlier suggestion that continued service attached to manumission can in some cases be understood as repayment. Exploring cases goes some way in understanding the financial obligations established between the parties involved in the manumission process. Sometimes when third parties purchased enslaved people under conditions of future manumission, or manumitted them by purchase, they expected repayment. It is possible then, that some formerly enslaved people began life in freedom in debt. The other side of this same coin is that through what were more or less loans, secured by the enslaved person as both labourer and saleable property, enslaved people achieved manumission and paid it off.

Sales and transfers of enslaved people within the Cape Colony continued for almost thirty years after the oceanic trade had been banned, and from 1816 onwards, buyers, sellers and heirs were obliged to record these changes in ownership in the Slave Registers. This included recording conditions attached to sales and transfers, such as when Mietjie van de Kaap purchased the enslaved man Pieter and registered him as her property, or when Martha van de Kaap purchased and later registered Benjamin.[37] There is evidence in the Guardians' records that enslaved people were aware of the conditions attached to earlier sales and when those were in danger of being breached, through the threat of sale, they approached the Guardian to at least prevent sale if not also enforce promised manumission, as was the case with Christiaan, discussed later.

Sales and transfers also included promises of future manumission achieved by repayment. The Slave Registers for Cape Town, Cape District and Simonstown include 46 registrations that mention "refund", "repay", "repaid" or "reimburse". In 25 of those registrations, manumission details are also recorded.[38] Carel paid off the sum of 2000 rixdollars (Rds) (£150) for which he had been purchased, in monthly installments of Rds25 (£1 17*s* 6*d*) over the course of nine years.[39] Six individuals died before they paid off their manumission, while others were sold and transferred, and remained enslaved. When slaveowner Laurens of Pondicherry first registered Adonis in 1816, it was with the condition that he would be manumitted as soon he had reimbursed Laurens the Rds700 (£52 10*s*) for which he had been purchased in 1814 plus manumission fees. The same condition was

[35] WCARS SO 7 Manumission Register, 1827-12-31, Henry Murphy.
[36] Cape of Good Hope Philanthropic Society, *First Annual Report.*
[37] Conditional manumission is discussed in Ekama, 'Bound to be free'; Martha and Benjamin see WCARS SO 6/10 f. 44 Martha registered an enslaved man named David on the same day, under the same conditions, and he was manumitted with Benjamin in 1827.
[38] This is a tiny proportion of all entries in the Cape Town, Cape District and Simonstown slave registers with number over 32,000.
[39] WCARS SO 6/32 f. 14, Stephen Twycross; WCARS SO 7 Manumission Register 1826-11-20, Carel. I have converted the Rixdollar amounts into Sterling: £1 =*f*40; *f*3=Rds1.

reinscribed in the register at each subsequent sale between 1816 and 1824. Notably, the amount Adonis had to repay did not change, it was based on the 1814 sale. As a carpenter, it is possible that Adonis could hire himself out and earn wages in Cape Town to repay the purchase price Laurens van Pondicherry paid. However, there is no known manumission record for Adonis; the likely explanation is that he remained enslaved until de jure Emancipation in 1834.[40]

Other similar entries in the Slave Registers mention manumission on repayment of the purchase money, which condition was repeated at each subsequent sale and transfer. As in Adonis' case, subsequent sale, for whatever price, did not alter the sum to be repaid which was set by the initial conditional sale. The purchase prices ranged based on age, gender, skill and year of sale. Most repayment agreements involved enslaved men (28 men; 12 women; in total 46 entries, including repetitions resulting from sale), with sums to be repaid ranging from Rds160 (£12) for 42-year-old Baatjoe (1819), to Rds3000 (£225) for taylor Cornelis, 28 in 1817.[41] Without knowing more about how slave prices and inflation interacted over the period, it is impossible to say in which cases the set repayment sum benefited the enslaved person, and in which the slaveowner.

What was not always explicit was the issue of interest. Were enslaved people expected to reimburse the purchase money or the purchase money plus interest? When J.J. Adriaanzen registered Adonis, a 60 year old man from Mauritius, recorded as a houseboy, it was with a promise of manumission by repayment of the Rds 500 (£37 10*s*) purchase price plus interest. At an assumed fixed interest rate of six percent per annum (not compounding) Adonis' repayment sum grew by Rds30 (£2 5s) every year, which was about a month's wages for a skilled enslaved person. The quicker Adonis paid off the sum the better; whether or not he started the process we cannot know but he did not complete is before his death in December 1822, when he was 66 years old.[42] But for an enslaved woman named Pamela, who was required to reimburse the Rds400 (£30) purchase price from an 1817 sale, there was no expectation of interest.[43] Payment of interest or not was the central question in manumission by purchase for the enslaved woman Matra, who took her complaint to the Guardian. She believed that she had already reimbursed the purchase money, yet the executors of the deceased slaveowner's estate blocked her manumission, claiming a much larger sum from her. The Guardian concluded that the discrepancy was interest payments. In seeking out grounds for charging interest or not prior to manumitting Matra, the Guardian consulted slaveowner P. Lans' will in which interest was demanded prior to manumission, yet no such statement was made in the notarized transfer of ownership which "simply and expressly

[40] Without knowing more about how slave prices were changing in Cape Town and interacting with inflation, it is impossible to know if this worked in Adonis' favour or not. WCARS SO 6/25, f. 78; 6/28 f. 75; 6/25 f. 53; 6/9 f. 187.
[41] Baatjoe: WCARS SO/6/17, f. 77; Cornelis: WCARS SO/6/25, f. 113.
[42] WCARS, SO/6/12 f. 23. Adonis.
[43] WCARS SO/6/10 f. 138.

declared that she was to be emancipated on repayment of the purchase-money". Finding sufficient grounds, the Guardian submitted the case to the Court of Justice for adjudication.[44]

An enslaved man named Christiaan was aware of the conditions under which he was transferred, being the same promise of future manumission by repayment of the purchase money. He made use of the Guardian's office soon after it was established to enforce those conditions when he and the man who claimed ownership over him disputed repayment and therefore entitlement to manumission.[45] In 1815, Hendrik Smuts sold Christiaan to Samuel Leeson under a condition of manumission by repayment and when Christiaan was inscribed in the Slave Register the following year, as Leeson's property, the condition of that prior sale was recorded in the remarks. It promised manumission "as soon as he [Christiaan] shall have refunded the sum for which he was purchased, besides the costs attending his emancipation."[46] The same condition was repeated when Christiaan was transferred to Carel Fredrik Reinhardt and Maarten Johannes Smit in 1821.[47] By 1826, Christiaan and Reinhard were in conflict over repayment and Christiaan turned to the Guardian for intervention. He claimed, as he told the Guardian, that he had paid most of the sum; Reinhard disputed it. The Guardian pursued the complaint – he used the notarial records as authoritative in the matter of the provision for manumission on repayment of the purchase money; and he asked Christiaan to provide proof of the payment he claimed to have made to Reinhard. Christiaan could produce none. The Guardian further found that the repayment sum required from Christiaan had initially been set at Rds800 (£60), but the executors of Leeson's estate had reduced it to Rds600 (£45 10*s*) when Christiaan was transferred to Smit and Reinhard. Reinhard appeared before the Guardian where he "stated that he was at present the sole proprietor of the Slave; that he had received no part of the purchase-money, although Christiaan had been allowed… to hire himself out in order to raise the requisite sum. He further stated, that he was willing to manumit him if he could bring sureties for the sum of 500 rix-dollars." We cannot know if the pressure and reputational damage of being called before the Guardian prompted Reinhard's willingness to reduce the sum required for manumission, but when Christiaan was informed, he accepted the challenge of finding sureties. So far, the dispute had been heard and followed up in the Guardian's office over two days, 7 and 8 August 1826. By 10 August, Christiaan had found one Thomas Johnstone who appeared before the Guardian that day, offering Reinhard Rds400 (£30) for Christiaan's manumission. As the Guardian reported, Reinhard accepted the sum, and Christiaan was duly

[44] TNA, CO 53/48 Report of the Protector of Slaves, Cape of Good Hope, Appendix B, Return of complaints and applications for freedom... in Cape Town…. And including also such further proceedings as have taken place in the several cases which remained unfinished at the date of the last report, p. 126. I have not yet found the court proceedings for this case.

[45] TNA CO 53/48 Report of the Protector of Slaves, Cape of Good Hope, Appendix B, Return of Complaints and applications for freedom, which have been made to the Guardian of Slaves in Cape Town, from the 1st of August to the 25th December 1826, pp. 76-77.

[46] WCARS SO 6/25 f. 13.

[47] WCARS SO 6/31 f. 257.

manumitted.[48] He was entered into the manumission register in which it states that Johnstone paid £30 for Christiaan's manumission, following which Christiaan was delivered to him.[49]

There are many questions that this case raises: Had Christiaan in fact been paying off his manumission without receiving receipts? Did Christiaan and Reinhard have different conceptions of the repayment process? Might Christiaan have understood his monthly wages as slowly reducing the debt while Reinhard took them as interest on capital? Had Christiaan been earning monthly wages and choosing to spend them on other things? How did Christiaan know Johnstone? Did Johnstone expect repayment? What sorts of obligations did being "delivered to" Johnstone denote? The Guardian's records do not answer any of these questions satisfactorily, but they do provide insight into the negotiations which took place in the days leading up to Christiaan's formal manumission, and highlight Christiaan's initiative in achieving manumission, and the negotiation which is otherwise entirely hidden from sight in the straightforward entry in the register.

Spasie's case highlights another aspect of the contestation over manumission and ideas of what being purchased for manumission entailed. She appeared before the Guardian of Slaves not long after the office opened and was one of numerous enslaved people to bring 'freedom suits' for the Guardian's consideration. Spasie claimed that she "was illegally detained as a slave", as the Guardian's report put it.[50] Her claim was founded on the conditions of transfer attached to her the most recent sale. Her case reveals conflicting expectations – for manumission, for waged employ, and everyday life in a slaveowning household.

Spasie was at the time of her complaint the legal property of Lakey of Bengal. The naming convention by which he was recorded indicates that he was formerly enslaved. A notarial deed from 1799 indicates that one Lakey of Bengal was already a slave owner at that time, quite possibly the same individual.[51] What is certain is that Lakey was in 1808 both himself a freed man and a slaveowner: in that year he purchased an enslaved woman named Maryntje.[52] When registration of slave property became compulsory in 1816, Lakey registered Maryntje, Spasie, Camies and February under his name. Both Maryntje's and Spasie's entries in the register include the condition that they should not be sold, but be manumitted. Maryntje was manumitted in December 1819. In Spasie's case, the record stated that she was required to reimburse Lakey the price for which he had purchased her, being

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[48] TNA CO 53/48 Report of the Protector of Slaves, Cape of Good Hope, Appendix B, Return of Complaints and applications for freedom, which have been made to the Guardian of Slaves in Cape Town, from the 1st of August to the 25th December 1826, pp. 76-77.

[49] WCARS SO 7, 10 August 1826. See also Theal, *RCC*, vol 30, pp 88-89.

[50] All details of the dispute are from the Guardian's report unless otherwise specified. TNA, CO 53/48, Cape of Good Hope Report from the Protector of Slaves. Appendix B: Return of Complaints and applications for freedom, which have been made to the Guardian of Slaves in Cape Town, from the 1st of August to the 25th of December 1836, pp. 76-77.

[51] WCARS, Notarial Deeds (NCD) 1/40, 407. Notary: J. J. F. Wagener.

[52] WCARS SO 6/25 f. 28. She was sold and transferred to Lakey van Bengal on 10 October 1816, having first been registered as F.A. Heyneman's property the previous day. WCARS SO 6/22 f. 65.

Rds800 (£60), as well as pay the costs of manumission.[53] Ten years later, Spasie remained enslaved.

When she appeared before the Guardian, Spasie recounted the conditions under which she was transferred to Lakey of Bengal, which the Guardian recorded as her statement that she "was not purchased by said Lakey as a slave, but in order to be manumitted." Spasie's awareness of the condition under which she had been transferred from her former owner's estate to Lakey was the basis of her claims and had shaped her actions over the intervening years. At some point, a D. Jansen had paid Lakey Rds500 (£37 10*s*) towards Spasie's freedom. Who D. Jansen was and why he or she paid the sum is unclear. Importantly, Spasie had a receipt for this payment, which she produced as documentary proof for the Guardian. Spasie then argued that through her labour she had more than covered the outstanding debt. Because she was not sold as a slave, she claimed that she did not owe Lakey labour. Yet, Lakey had employed her as a slave, and therefore, through her labour, she had paid off her debt.

Lakey did not agree. He claimed that Spasie had not served him as a slave, nor had she brought him the wages she earned for her work. Spasie was recorded as a laundress, which work she could have been paid for by hiring out her services.[54] He did acknowledge that in addition to the Rds500 (£37 10*s*), he had received Rds20 (£1 10*s*) from her. According to Lakey's version of the story then, Spasie had reduced her debt to Rds280 (£21). Lakey offered to manumit Spasie for Rds200 (£15), which rather than stemming from pity or beneficence, was offered from a position of discomfort. Being dragged before the Guardian to dispute his running of his household must have troubled him, perhaps even been publicly shaming, as Lakey indicated his willingness to be rid of Spasie because of "her importunities and the uneasiness to which she put him."[55] At the same time, Lakey was intent on confirming that his offer was gracious rather than an acknowledgement of wrongdoing: he produced evidence that Spasie should repay the purchase money and the costs of manumission over and above her daily wage in order to be freed.[56] In light of the information he had received, the Guardian recommended to Spasie that she make some arrangement for the payment of Rds200 (£15) to Lakey, or less if he was willing.

At that point, Spasie disappeared from the Guardian's records. We have no insight into her discussions with her friends and family or acquaintances to try to raise the sum; or whether or not she approached Lakey with a request to pay less. What is clear is that between 1826 and 1828 she continued her efforts to achieve manumission. In September 1828, Spasie, then 57 years old, was manumitted. According to the register she achieved this by paying £60 which sum she paid herself.[57]

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[53] WCARS SO 6/25 f. 28.

[54] In 1820, there were 175 laundresses in Cape Town, excluding enslaved women who worked as washerwomen. Worden, van Heyningen and Bickford-Smith, *Cape Town,* p. 95.

[55] Mason hints at this in Mason, 'The Slaves and their protectors'.

[56] This evidence was given by F. Hooger, who was a business associate of Spasie's former owner Heyneman at the time that he was transferred to Lakey. A second person, Mr M. Ruysch, confirmed the details of the condition of transfer.

[57] WCARS SO 7 Manumission register, Cape Town.

Spasie's persistence in this case is remarkable. She finally achieved manumission 12 years after the condition of the transfer was agreed between Heyneman and Lakey of Bengal. There are multiple layers of debt and obligation at work in this case which were understood differently, it seems, by the parties involved, at least in how they represented their understandings to the Guardian. Underlying the sale of Spasie to Lakey was the legally enforceable expectation that he should manumit her, but that was conditional on Spasie reimbursing him the purchase-money. Her claim that she was not purchased "as a slave" would indicate that she had clear expectations of what slave labour would look like, and being purchased for manumission was something else. We can assume that she expected some degree of autonomy, whether that was in working outside of the slaveowning household, choosing for whom to work, or where to live. Who D. Jansen was, and how Spasie knew this person, is at this point unknown. We might wonder what Jansen's expectations were with regards to the repaying the debt – financial, labour or otherwise – owed to her or him.

Manumission, legal activism and a window into enslaved people's financial lives

Manumission was one of multiple ways in which enslaved people in Cape Town pursued liberation. They did so by purchasing their own freedom, in some cases the endpoint of repayment agreements, and in others, the beginning of years of service for repayment. Enslaved people pursued manumission by purchase opportunities by approaching the Guardian of Slaves for intervention, also when future manumission was jeopardized in disputes or threats of sale. Following Mason and Mishler, together, this was part of the everyday antislavery activity which enslaved people participated in, putting amelioration regulations to use to end their enslavement and undermine slavery in the colony more generally.

Manumission by purchase also offers a window into the financial lives of enslaved people. This aspect of enslaved people's lives has been largely ignored in the literature on slavery at the Cape, and more generally, there is little attention to and focus on enslaved people as financial actors. By entering financial agreements – wage earning, repayment, manumission by purchase – enslaved people worked towards freedom before emancipation. Networks were clearly important in this, as individuals like Willam Spratt and Johnstone indicate, in a context where credit was still largely available via individuals rather than institutions.

The next step in this research is to consider where enslaved people kept their money. When the Cape authorities "encouraged saving among the poorer classes" by depositing in the Government Discount Bank (1808), that surely did not extend to enslaved people.[58] After the Cape of Good Hope Savings Bank opened in 1831, did enslaved people deposit their

[58] Grietje Verhoef, Lorraine Greyling and John Mwamba, "Savings and economic growth: A historical analysis of the relationship between savings and economic growth in the Cape Colony economy, 1850-1909" ERSA Working paper 408 (2014), p. 7.

money there? An analysis of the enslaved and manumitted depositors in the Cape of Good Hope Savings Bank (1831) will indicate if they were saving for their or their families' freedom.

Centering enslaved people as financial actors in manumission processes and disputes goes some way in showing the credit and debt relationships in which they were involved. The implication is that some manumitted people entered freedom with financial contacts from whom they could borrow money, which we might assume had a significant bearing on what life as a freed person was like in Cape Town for them and their descendants. But that also meant, at least for some, indebtedness. The obligations of slaveowner and enslaved had been exchanged for those of creditor and debtor. Manumission offers rich insight into enslaved people's financial lives in the pursuit of freed status.