Aspects of the career of Alexander Berry, 1781-1873

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Berry thought constantly of prospects for settlers in empty Australia. An enterprising man with some capital could take that step up in society to the rank of landowner virtually impossible at home and hope to become part of the social, economic and political elite.\(^1\) Subsequently there was added to the general appeal of New South Wales realisation that most of his capital was remaining there in unrecovered debts. Wollstonecraft, who shared Berry's conservative values and ambition to be a landowner, was brought to share also his desire to settle in New South Wales. In 1815 he made unsuccessful application to the Colonial Office on his own behalf and that of Berry, still in Spain, for permission to proceed to the Colony and orders for grants.\(^2\) The two men were eager to persuade Berry's family and London friends to emigrate and settle around them. For some years after their arrival in Sydney they expected the imminent arrival of the Berry family and preserved a hope that some London friends might yet be persuaded.\(^3\) Only James Atkinson followed them out. Atkinson, born 31 July 1794, was no doubt more susceptible than others because in 1819 he was retrenched from his job as clerk at His Majesty's Dockyard, Deptford and had been reared in a farming family. Atkinson arrived in Sydney in July 1820 and within a few years had become owner of one of

\(^1\) Numerous other Scottish medical practitioners who saw the Australian colonies, mostly as surgeons on convict ships, were likewise moved to become settlers between 1815 and 1830: David S. Macmillan, *Scotland and Australia 1788-1850: Emigration, Commerce and Investment*, Oxford 1967, 103.

\(^2\) Wollstonecraft to [Under Sec. Goulburn] 13/2/1815, Memorial to Lord Bathurst (covering letter 13/2/1815), CO 201/78, 97, 99-101; Goulburn to Wollstonecraft 22/2/1815, BP.

\(^3\) Wollstonecraft to Elizabeth Wollstonecraft 12/1/1820 & 17/4/1824, Berry to Wollstonecraft 23/3/1823, BP.
the best-run farming establishments in New South Wales, a magistrate moving in the highest level of society and a pillar of the Agricultural Society. 4

In preparation for their emigration to New South Wales Berry and Wollstonecraft formed in October 1818 a copartnership; as in the case of the venture with Shortt by verbal agreement. Although Wollstonecraft had been no more successful than Berry linking of the two laid the foundation for mutual prosperity. Each possessed qualities compensating for the other's deficiencies. Berry gained a partner who was a practiced and efficient man of business, a cruel, ruthless, cynical and grasping user of people with a jaundiced view of mankind, and the necessary steel in his soul to succeed in difficult conditions and to counter Berry's own weakness and irresolution by bullying or prodding.

They hired a ship the Admiral Cockburn, to take out a cargo under Berry as supercargo. 5 Throughout the period when land grants were proportioned to capital a settler had for investment, and for some years beyond, it was usual for prospective settlers to increase their capital by adding often substantial profits from sale of goods in the Colony. Berry & Wollstonecraft had no option but to adopt this course for in effect their only capital was Berry's credit. His working capital consisted entirely of part of the recently-received instalment of the Norfolk Island freight which several of his creditors for goods supplied in 1806-


5 The Joint and Several Answers of Alexander Berry and Edward Wollstonecraft 24/5/1823, Supreme Court of Civil Jurisdiction Equity Proceedings 1817-24 (NSWA Map cabinets), Shortt v Berry & Wollstonecraft [Hereafter cited as Papers, Shortt's Case]; Declaration of Alexander Berry Esqre 10/1/1870, Norton Smith Papers, No. 62. The firm had a business address at 8 Size Lane, off Whitechapel Road in the City of London.
1807 permitted him to retain on interest. Wollstonecraft, made an equal partner by Berry, could contribute nothing or next to nothing. He was twice prevented from leaving England by being arrested for debt and then got away, nearly three months after Berry had sailed without him, only because the firm's agent paid out the most pressing applicants and took over as creditor.

Berry & Wollstonecraft relied mainly on credit to load the Admiral Cockburn with what they described as a 'considerable investment' and the Sydney Gazette as 'a choice and valuable investment'. An insurance bill puts the prime cost of goods loaded in England at £485, with other items to be sold on account of one Soames at a further £145. The amount is surprisingly small but the ship was to touch at Madeira and Bahia, Brazil and space was left for loading Madeiran wines and Brazilian tobacco: both items much in demand in Hobart and Sydney. It was not until January 1819, when supposedly on the point of embarkation, that Berry and Wollstonecraft each obtained from Lord Bathurst permission to proceed as a free settler and promise of a land grant in proportion to his means on arrival.

The Admiral Cockburn arrived in Sydney Cove on 31 July

6 The Joint and Several Answers of Alexander Berry and Edward Wollstonecraft 24/5/1823, Papers, Shortt's Case.

7 Last Will and Testament of Alexander Berry c 1832, typescript copy, BP.

8 Willis & Co. (Solicitors) to Wollstonecraft n.d., BP.

9 Berry and Wollstonecraft to Bathurst 11/1/1819, CO 201/95, 43.

10 31 July 1819.

11 John Jacob to Berry & Wollstonecraft 25/1/1818, BP.

12 Berry and Wollstonecraft to Bathurst 11/1/1819, CO 201/95, 43; Goulburn to Macquarie 26/1/1819 (two letters), copies in Memorial of Alexander Berry to Court of Claims, Berry Estate (ML A721), No. 181.
and Wollstonecraft on the convict transport *Canada* on 1 September 1819. Sales of their cargo were brisk for several months, especially to the Government from which source alone £7,000 had flowed in to 8 December 1819. When Berry departed for England at the beginning of March 1820 on the return voyage of the *Admiral Cockburn* he took with him bills totalling £13,609. By the end of July Wollstonecraft was able to remit bills for a further £1,935 and inform his partner that they were clear of debt in the Colony. The return cargo consisted mainly of 25,000 lbs of wool, export of which won praise for encouragement of settlers who had previously thrown away wool as useless. Although the most being offered for wool was 1s 6d lb Berry & Wollstonecraft agreed to take William Lawson's whole clip at the asking price of 2s lb in consideration of the whole payment for it being taken in goods. While Lawson notionally received a high price his advantage was no more than a drawback in the mark-up on goods. Such a policy was likely employed wherever possible. The wool returned so little when sold in London that Berry and Wollstonecraft abandoned their intention of going into fine wool production and exporting their clip with wool purchased

13 SG, 31 July 1819; Macquarie's Diary, 31/7/1819 (ML A774), 60.
14 Macquarie's Diary 1/9/1819, 65; SG, 4 Sep. 1819.
15 Account of Bills drawn by Deputy Commissary General Frederick Drennan upon Lords Commissioners of His Majesty's Government, CSIL, Bundle 14, No 60-82 1820 (NSWA 4/1745), Nos 32, 83, 84; Bank book, BP.
16 Wollstonecraft to Berry 31/7/1820, BP.
17 Wollstonecraft to Elizabeth Wollstonecraft 12/1/1820, BP.
18 SG, 3 February 1821.
19 Berry & Wollstonecraft to Lawson 6/4/1820, BP.
from other producers.  

In the absence of a suitable freehold waterside site Berry & Wollstonecraft paid dearly for unhealthy rented premises facing the mud flats at the head of Sydney Cove and undertook expensive repairs and construction of stores. They also invested in a small waterfront block facing Darling Harbour. All of this, they said, involved an expenditure of £3,000 by September 1823.

The level of Berry & Wollstonecraft's financial transactions and investment ensured them a welcome as substantial and respectable traders in a town where competition was felt to be much needed. Early in 1820

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21 Memorial of Alexander Berry to Governor Macquarie 24/11/1819, CSIL, 1820, Bundle 13, 147-149; Wollstonecraft to Elizabeth Wollstonecraft 12/1/1820, BP; SMH, 22 Feb. 1859, letter from Berry.

22 See map over page. For a description of the site: Indenture between George Williams Merchant Sydney, John Gill Capt of HM 46th Regt of Foot and Berry & Wollstonecraft Merchants for sale of Premises in George St, Sydney 20 September 1820, Norton Smith Papers, No. 63. For its limitations: Legislative Council, Report of the Sub - Committee appointed to examine certain Plans and Documents relating to the Construction of a Quay at the Head of Sydney Cove, and to Report upon the practicability of the undertaking, the advantage to be derived from it, and the probable Expense, 28 August 1833, ev. Berry 22/8/1833.

23 Indenture 20/9/1820, Norton Smith Papers, No. 63; Receipt for rent from J.T.Campbell (Gill's agent) 17/7/1821, various receipts for materials and repairs, BP.


25 Berry & Wollstonecraft to Brisbane 12/9/1823, copy, BP.

26 John Macarthur Sr to John Macarthur Jr 28/2/1820, Macarthur Papers, v 3 (MLA 2899), 22; Margaret
SYDNEY COVE

BERRY & WOLLSTONECRAFT'S SYDNEY LOCATION

(from drawing by Captain James Wallis c1819)
Governor Macquarie described Berry as 'an eminent Merchant of this place', by 1823 the partners' local reputation was that of 'wealthy and opulent Merchants', in 1826 they were 'two of our most eminent merchants'. Historian D.R. Hainsworth names them as second to Jones & Riley amongst the eight 'dominant merchants' of Sydney in 1821. A desirable image had been created but it lacked substance for the firm was still in debt to a considerable amount.

In England Berry chartered the 486 ton Royal George for £3,500 and loaded it with 'a most valuable and extensive assortment of merchandize' including goods valued at £3,472 15s 3d to be sold on consignment. Again the greater part of the investment was obtained on credit. John Macarthur Jr informed his father of this as 'fair reason to entertain doubts of [Mr Berry's] respectability.'


Macquarie to Bathurst 20/2/1820, HRA, v X, 285.

Francis Shortt, Affidavit 20/2/1823, Paper's Shortt's Case.

Peter Cunningham, ed. David S. Macmillan, Two Years in New South Wales, Sydney 1966 (first published 1827), 46.


SG, 10 Nov. 1821. See John Berry to Berry 8/4/1821, BP where John wrote that his family had heard that Alexander had 'shipped £30,000 worth of goods & could have got more to any amount.' The impression left by the business records in the BP is that this sum is much too high.

Insurance Policy Royal George, 4/5/1851: Declared interest, BP.
ity'.

Indeed, as the *Royal George* was moving down the Thames to the open sea Berry was arrested for debt and released only after the plaintiffs agreed to take a business associate's bill of exchange and have their costs paid. Parts of the English cargo were sold at Madeira and Rio de Janeiro to finance taking on, principally, wine and tobacco. Amongst fourteen paying passengers who travelled out with Berry were Governor-elect Sir Thomas Brisbane and his entourage.

Although occasional consignments of goods arrived for Berry & Wollstonecraft until August 1827 the shipment brought back by Berry in 1821 was the last large importation the firm was in a position to make. From 1821 until after it ceased trading it was in a state of constant financial crisis. Some of Berry's accounts for goods

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34 John Macarthur Jr to John Macarthur Sr 1/6/1821, Macarthur Papers, v 15 (ML A2911), 42-44.

35 Willis, Clarke & Watson account for law expenses in representing Berry at Berry a t s Wilkinson & anor. [1821-1822], BP.


37 [Davison] to [Wollstonecraft] cJuly 1821, BP. Brisbane was allowed £1,000 by the British Government for his conveyance to New South Wales but as he had financial problems and was bent on making the best bargain he could he settled with Berry for a payment of £600. See below concerning the Coolangatta land grant for an indication that some private deal was done, then or later, between Brisbane and Berry, involving the fare and the grant.

supplied in 1806 were still unpaid into the early eighteen thirties and debts incurred for goods brought out in 1821 were not finally cleared until 1838.

Some of the Royal George merchandise proved unsaleable. In particular £1,800 worth of superior furniture and a pipe organ remained on Berry & Wollstonecraft's hands for many years. They were soon confronted by a series of major difficulties transforming the outlook for traders. In 1822 and 1823 the market was glutted with imported goods and sales virtually ceased.

There was a great increase in competition. Commissioner Bigge reported that there were twelve firms importing on their own account in 1820. During Governor Brisbane's term a number of successful new merchants arrived and in 1824-1825 no fewer than seventy commercial outlets were advertising regularly in the Sydney Gazette. Most importantly, from 1822 the Brisbane administration brought about an effective devaluation of seventeen per cent by introducing a dollar standard with the Spanish dollar exchanging for most purposes at 4s 2d sterling, its value in Britain, instead of 5s as previously. The Commissariat paid farmers $2 for a bushel of wheat instead of issuing a store receipt for 10s and consolidated store receipts could no longer be exchanged for Treasury Bills. At the same time

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39 Last Will and Testament of Alexander Berry, c 1832, BP.

40 Settled accounts & Bills, n.d., BP. The last account settled of which there is record in the BP was paid in 1838, the last year in which Berry exported cedar, his normal means of payment.

41 Berry & Wollstonecraft to Oakley 12/8/-, BP; Monitor, 27 Sep. 1827.

42 Berry to Davison 28/11/1822, Berry & Wollstonecraft to Davison 18/4/1823, BP.

issue of Treasury Bills, which had to be purchased with dollars at the reduced value, was restricted. Merchants were forced to compete for them to make sterling remittances, so they came to command a premium, which rose as high as 26.5 per cent in April 1823. These changes so increased the cost to merchants of paying their British suppliers that a bullion drain ensued as those in a position to do so paid in specie. Otherwise creditors had little option but to be patient while there was a general drive to develop exports.44

Berry and Wollstonecraft took leading parts in unsuccessful attempts to persuade the Government to abandon its currency reforms. Wollstonecraft as senior director of the Bank of New South Wales, one of the principal victims of the sudden changes, prepared its case in an appeal to the Governor45 and was later prime mover for a petition signed by 234 'Inhabitants, Landholders, Merchants and Free Colonists'.46 Berry and Sir John Jamison represented merchants and landowners respectively in an interview with Brisbane in which the Colony's merchants and landowners offered to take all the Commissariat's dollars at 5s if Brisbane would undertake not to import more dollars and to revert to payment in sterling. Berry wrote that the Governor and Colonial Secretary treated 'all our humble remonstrances with satirical contempt'.47 He and Wollstonecraft ceased their opposition to the changes at


45 Wollstonecraft for President and Directors of Bank of New South Wales to Col. Sec. 30/5/1822, HRA, v X, 735-738.

46 Memorial from the Colonists, HRA, v X, 738-744; Wollstonecraft to Col. Sec. 7/8/1822, CSIL, Bundle 18, July - Sep. 1822 (NSWA 4/1761), 99.

47 Minutes of a conversation between Brisbane and Jamison 20/7/1822, CSIL, Bundle 18, July - Sep. 1822; Berry to -- 1/1/1823, BP.
the end of 1822 because whereas formerly they had been 'in
the list of favourites' their attitude on this issue caused
the Governor and Colonial Secretary to receive them with no
more than cool courtesy and they feared that persistence
might provoke persecution.48

On 1 September 1822, when Berry & Wollstonecraft were
immersed in trade and financial problems, Francis Shortt Jr
arrived in Sydney.49 Shortt had won sympathy from his
creditors in Cape Town by representing that Berry had
stolen the City of Edinburgh and its cargo and abandoned
him to face them alone.50 When he learned in 1822 that
Berry was in business with Wollstonecraft in New South
Wales friends took upon themselves his personal debts and
those contracted in the name of Shortt & Berry and provided
funds to permit him to proceed forthwith to Sydney to bring
Berry to account.51

On 13 September 1822 Shortt inserted an advertisement
in the Sydney Gazette in which he insisted that the firm
Shortt & Berry, merchants and ship owners at Cape Town,
still existed and would not be dissolved until Berry
accounted to him for proceeds of the cargo of the City of
Edinburgh and many other transactions. A caution was issued
against making any payment for part of that cargo to Berry.
For Berry Shortt's application was a dishonest and
opportunistic attempt to cash in on profits made by Berry &
Wollstonecraft. He publicly refused to meet Shortt anywhere
but in court.52

48 Ibid., Berry & Wollstonecraft to J.J.Naylor 10/4/1823,
BP.

49 SG, 6 Sep. 1822.

50 Examination of Savage 22/10/1825, Deposition of Thomas
Mc Vitie 21/10/1825, Shortt's affidavit 20/2/1823,
Certificate of Hamilton Ross 28/6/1822, Papers,
Shortt's Case.

51 Shortt's affidavit 20/4/1826, Papers, Shortt's Case.

52 SG, 27 Sep. 1822.
Staked financially by Simeon Lord, with whom he took up residence, Shortt commenced an equity action against Berry and Wollstonecraft. Shortt claimed that Berry had to account to him for the huge sum of £stg 73,282, of which he was entitled to 2.36 times Berry's share, that the capital of Berry & Wollstonecraft consisted of money owed him and that Wollstonecraft knew this. Shortt now said that at Cape Town Berry had valued the City of Edinburgh and its cargo at £50,000 and by some means not revealed he himself put the value of Fijian sandalwood at £5,000 and the largely unsaleable New Zealand spars at £28,320 8s 4d.\textsuperscript{53} The extensive case papers do not reveal how Shortt arrived at the very large sums he claimed. Shortt's action hung like the sword of Damocles over Berry and Wollstonecraft, threatening both bankruptcy and disgrace, yet because of Berry's loss of his papers they were precluded from seeking a quick hearing by the need to obtain copies of documents and affidavits from abroad. Berry was told by a ship's master that Shortt's inadequately controverted advertisement had 'injured us amazingly in London' and that Lord had used an agent to defame them in Valparaiso.\textsuperscript{54} The matter took three years to reach court\textsuperscript{55} and then dragged on from year to year. Meanwhile two applications by Shortt to the courts for appointment of receivers for Berry & Wollstonecraft were turned down in terms which showed the judges' willingness to accept Berry and Wollstonecraft as men of integrity.\textsuperscript{56} Shortt was at a disadvantage in the courts of New South Wales.

Wollstonecraft told his sister in 1822 that

\textsuperscript{53} This summarises a great deal of material in the Papers, Shortt's Case.

\textsuperscript{54} Berry to Wollstonecraft 7/4/1827, BP.

\textsuperscript{55} SG, 5 Aug. 1826.

\textsuperscript{56} Memorial of Francis Shortt for Shorttt & Berry 24/11/1823 No.7, CSIL, Bundle 19 No. 36-77 1823 (NSWA 4/1765), 221, Shortt's Affidavits 30/11/1825, 26/5/1828 & 18/9/1828, Rowe to Norton 27/5/1828, Papers, Shortt's Case.
perhaps, considering certain little failings of my good Partner, it is well that I am on the spot, to give some vigour to the defence and prevent our opponents from gaining advantages through any indolence or want of foresight on our part!!^3

In 1827 a Supreme Court jury found for Berry on the the nature of his partnership with Shortt,58 reducing the case to a matter of settling accounts for the voyage of the City of Edinburgh. Shortt's statement of claim and some of his evidence before John Gurner, chief clerk of the Supreme Court, in 1828 cast him in a poor light. He had to concede that he had received a number of letters and considerable sums in remittances from Berry, that he had not received the stolen letter of 16 January 1809 from either Berry or Battley and that he had concealed from an earlier stage of the enquiry a £1,000 offset against his claim.59

Just as the case appeared to be approaching an end Shortt died suddenly on the last day of 1828.60 Lord as Shortt's executor revived and pursued the action,61 but it came to a sudden end in 183062 when it was noticed that a document submitted by Shortt to prove his partnership with Berry was a forgery, being written on paper watermarked with a date ten years after the purported date of execution.63

57 Wollstonecraft to Elizabeth Wollstonecraft 30/11/182[2], BP.

58 SG, 6 April 1827.

59 Minutes of Evidence, Papers, Shortt's Case.

60 SG, 1 Jan. 1829.

61 Brief for Rowe in Lord, Administrator of Shortt's Estate v Berry 20/3/1830, Papers, Shortt's Case. Lord's second son, Francis, was Shortt's residual heir.

62 The last paper in the voluminous official record of this case is dated 30 Mar. 1830.

63 Francis Lord to John Hay 3/11/1893 & 20/11/1893 with annotations, BP. The source of the information was James Norton Jr, son of Berry & Wollstonecraft's attorney at the time and later himself Berry's solicitor.
Shortt's suit caused Berry and Wollstonecraft much stress, financial loss through law costs and diversion of Lord's debt to Shortt, and almost certainly some loss of reputation. Shortt's allegations constituted a most serious attack on Berry's integrity. Shortt died with the matter unresolved and the public was not informed of subsequent developments. Shortt's character, conduct and associations helped to limit the damage. In both Cape Town and Sydney he consorted with men who had been on the wrong side of prison bars and in May 1826 his wife Laura (daughter of the Rev. Dr L.H. Halloran) was imprisoned on conviction of stealing jewelry. In Cape Town Shortt served two spells in prison for bankruptcy (viewed by Scots Calvinists as a species of theft unless the result of misadventure beyond reasonable foresight) and was criminally convicted of harbouring and of defaming senior officials. In New South Wales his case against Berry and Wollstonecraft dragged on against a background of court appearances one outcome of which was impugning of his veracity on oath. On 29 March 1823 Shortt was severely reprimanded at committal proceedings by Judge Field for a 'scandalous & shameless attempt to screen his friend'. A neighbour Archibald McKellop relentlessly pursued the Shortt couple for perjury. In January 1826 they were discharged when the judges of the Supreme Court were confronted by conflicting evidence. McKellop gave notice of intention to resist the taxed bill of costs 'on the grounds of those bills containing divers false and fraudulent

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64 SG, 1 Feb. 1826.

65 In Scotland at that time bankrupts were tried in the ecclesiastical courts on the moral issue of their conduct quite apart from the civil proceedings.


67 Wollstonecraft to Berry 30/3/1823 and duplicate with additional remarks, BP.
charges'. There is an incontestable indication of Shortt's propensity for untruthfulness in his claiming the MD although he had not proceeded to a degree. Shortt began with Charles Chambers as his attorney and barrister, substituted Dr Robert Wardell at the end of 1824 and finally settled on Thomas Dean Rowe in April 1825. Rowe, an English solicitor who arrived in August 1821 made a large amount of money in a short time mostly in criminal practice amongst the lower orders. While he was Shortt's attorney he does not seem to have acted correctly in his dealings with James Norton, attorney for Berry and Wollstonecraft, and his professional characted was under regular assault by W.C.Wentworth. Legal historian J.M.Bennett accounts Rowe 'remarkably lucky' to survive until July 1838 before being struck off the rolls.

The worst that can be said of Berry is that in indignation at his former partner's demonstrated lack of integrity he had acted with poor judgement.

In seeking to buy up wool for export Berry & Wollstonecraft found themselves in competition with most other exporters for a scarce commodity which had


69 The University's records show that, like Berry and the great majority of other Scottish students, Shortt did not complete the course: Dr J.T.D.Hall, University of Edinburgh Library, to B.Bridges 6/5/1982.

70 Petitions by Shortt to Supreme Court to permit substitutions n.d. (minute by Chambers 31/12/1824) and 22/4/1825, Order by Court 22/4/1825, Papers, Shortt's Case.


73 Wollstonecraft to Davison 22/3/1823, BP.
previously brought them unremunerative prices. Their solution to the problem of making sterling payments was to select their land grants to include cedar-rich forest land along the Shoalhaven River and its lower tributaries and to export cedar. In 1827 a 'rent' was imposed on cedar cut on Crown land. E.S.Hall in the *Sydney Monitor* repeatedly alleged that this was a tax imposed by Darling's administration to give Berry & Wollstonecraft virtual monopoly of the trade, for only they and Thomas Hyndes were significant producers of cedar from their own lands. The real purpose of the rent was to combat wasteful methods of harvesting on Crown lands - a problem which remained despite various government moves over many years. Berry & Wollstonecraft were already the largest producers when the 'rent' was imposed but it did assist them to become the only significant exporters by rendering cutters on Crown lands uncompetitive. The cedar-export industry produced disappointing financial returns, the timber bringing little above prime cost and, according to Berry, having to be sold at times at less than prime cost to bring in sterling. The partnership was assisted by a market opening in Van Diemen's Land at a time when exports to Britain were unprofitable and ready sale in Sydney of cedar which did not come up to export standard. The market improved from the early eighteen thirties, allowing eventual clearing of the partnership's sterling debts by cedar exports. As soon as that was accomplished Berry, the surviving partner,  

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75 See the papers in CSIL, Licenses to Cut Cedar (NSWA 4/1128.1); *Cutting Timber on Crown Lands. (Petition for the Prevention of Waste.),* V&PLA, 1857, v I.  

76 CSIL, Returns of Duty Paid on Cedar Aug. - Dec. 1826 (NSWA 4/1099.1); *Sydney Monitor,* 10 Feb. 1827, 1 June 1831, edl; *Australian,* 20 May 1831.  

77 Berry & Wollstonecraft to Mair, Son, Thomas & Co. 20/10/1829, BP.
# BERRY & WOLLSTONECRAFT: TIMBER EXPORTED TO BRITAIN

## 1826 - 1839

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<th>Year</th>
<th>Shipments</th>
<th>Cedar super/feet</th>
<th>Blue Gum super/feet</th>
<th>Tree nails</th>
<th>Invoiced value</th>
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<td>73,060</td>
<td>14,850</td>
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<td>+ 2,149 pieces</td>
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<td>+ 68 planks</td>
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<td>531,745</td>
<td>243,530</td>
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<td></td>
<td>£  50 15s 1d</td>
</tr>
</tbody>
</table>

£27,193 13s 3½d

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1. A number of invoices do not state the ship's name.
2. Details for this year are very unclear. My figures are based on the assumption that cedar sold to two firms usually trading in VDL were for that destination.
3. There is some doubt about whether two of these shipments were for Britain or VDL.
BERRY & WOLLSTONECRAFT: CEDAR EXPORTED TO VAN DIEMEN'S LAND
1830 - 1839

<table>
<thead>
<tr>
<th>Year</th>
<th>Shipments</th>
<th>Quantity super/feet</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1830</td>
<td>7</td>
<td>140,189</td>
<td>£ 1,947 12s 4d</td>
</tr>
<tr>
<td>1831</td>
<td>6</td>
<td>72,946</td>
<td>£ 926 19s 5d</td>
</tr>
<tr>
<td>1832</td>
<td>3</td>
<td>34,194</td>
<td>£ 589 2s 1d</td>
</tr>
<tr>
<td>1833</td>
<td>9</td>
<td>109,714</td>
<td>£ 1,421 4s 0d</td>
</tr>
<tr>
<td>1834</td>
<td>8</td>
<td>89,894</td>
<td>£ 1,157 0s 2d</td>
</tr>
<tr>
<td>1835</td>
<td>13</td>
<td>135,014</td>
<td>£ 1,984 5s 5d</td>
</tr>
<tr>
<td>1836</td>
<td>?¹</td>
<td>123,359</td>
<td>£ 1,240 11s 1d</td>
</tr>
<tr>
<td>1837</td>
<td>7</td>
<td>126,633</td>
<td>£ 1,509 15s 8d</td>
</tr>
<tr>
<td>1838</td>
<td>6</td>
<td>69,691</td>
<td>£ 936 9s 7d</td>
</tr>
<tr>
<td>1839</td>
<td>0</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>61+</td>
<td>882,452</td>
<td>£11,712 19s 9d</td>
</tr>
</tbody>
</table>

¹ Details for this year are very unclear. My figures are based on the assumption that cedar sold to two firms usually trading in VDL were for that destination.

Sources: Timber shipped for export from March 1823 to Jan 1827, Bills of Lading for *Midas* and *Medway*, Invoices and Memoranda for timber May - Dec. 1826, Colonial Timber - prepared and shipped as an Export during the year 1827 by Berry & Wollstonecraft, Invoices & Memoranda for timber 1828-1839, all BP; SG, 8 Feb., 14 Oct., 1826, 9 Feb. 1827, 10 Mar. 1838.
ceased exporting. 78

Berry and Wollstonecraft managed to survive their financial difficulties in large measure because they worked constantly at projecting an image of substance and respectability. This brought gains in the Colony which were useful for reassuring nervous British creditors. In the early eighteen twenties they appeared so wealthy they had no difficulty each obtaining the maximum land grant allowed a new settler and in 1822 jointly a much larger grant conditional on maintaining convicts. Thus on the strength of the illusion of possessing money they obtained means for creating real wealth. Both men were early made magistrates and Berry a member of the Legislative Council. Even when unable or unwilling to meet pressing demands of English creditors they were amongst the most generous donors to Colonial charities and other 'good causes', 79 bought shares in local companies and purchased promises to small land grants. Although extremely frugal with himself Berry dressed Elizabeth well in imported gowns after their marriage in 1827 lest her appearance advertise their poverty. 80 The partners shamelessly cultivated such public officials as were in positions where they could dispense favours to friends 81 and in 1830 bailed out chronically

78 See Invoices and Memoranda concerning timber, BP. The tables over the page give an indication of the extent of their exporting of cedar but the sources do not reveal earnings from this source or the amount and value of cedar disposed of locally.

79 In the decade 1819 to 1829 they subscribed at least £172 and six cows according to subscription lists published in the newspapers. Their donations frequently placed them near the top of the list in terms of value.

80 Berry to Wollstonecraft n.d. [Mar. 1831?], BP.

81 One of the most important of these officials, Principal Superintendent of Convicts Heley, worked this system of mutual 'backscratching' so much to his advantage that they felt he became 'a perfect burthen': Berry to Wollstonecraft 12/8/1827, BP.
impecunious Colonial Secretary Alexander Macleay by endorsing his bills although currently under extreme pressure themselves. 82

In June or July 1822 John Owen, a man who had known Berry and Wollstonecraft in London and was aware of some of their business transactions, voiced in a Sydney public house, in the presence of their convict clerk, his belief that they were virtual bankrupts. When told this Wollstonecraft reacted vigorously, summoning Owen to an interview and browbeating him into silence with a threat of legal action. 83

Berry & Wollstonecraft showed little concern to obtain the profits available from involvement in two important areas of a merchant's business at that time. Sale on commission of goods consigned by British manufacturers or merchants had the advantage of not involving any outlay of capital. From as early as 1822-1823 Berry & Wollstonecraft surprised their London correspondents by indifference about whether or not they received a share of the consignment trade. 84 It seems that Berry & Wollstonecraft were at first concerned about the glutted state of the market and at all times exercised to find means to liquidate existing sterling debts. They tended to look upon consigned goods as a nuisance because they were often sent merely in hope of sales rather than to satisfy a demand. Secondly, a merchant normally gained trading advantages from serving as a ship's agent and some Sydney Houses eagerly sought such employment. Berry & Wollstonecraft were not among these although as early as November 1820 Wollstonecraft wrote that their agency commission had enabled them to purchase

82 James Norton to Macleay [23/2/1830], Macleay to Wollstonecraft 19/1/[1830], 24/2/1830, 26/2/1830 & 19/4/1830, BP.

83 Unsigned memo. (marked in red A 103/44), Owen to Wollstonecraft 4/7/1822, BP.

84 Davison to Berry & Wollstonecraft 3/7/1822, BP.
their residence, saving £150 per annum in rent. They were agents for twenty-three vessels until mid 1829. Two of these were ships they had chartered, most of the rest appear to have been offered and perhaps none of the agencies was solicited. The masters of vessels damaged at sea often looked to their agents to advance funds for repairs. Masters were a major source of commercial intelligence. It may be surmised that Berry & Wollstonecraft did not look for employment as agents because they were in no position to lend possibly large sums of money and were eager not to have the slenderness of their resources revealed to English creditors led to believe that their problems were limited to obtaining sterling.

At first Berry & Wollstonecraft encouraged by ambiguous responses a tendency amongst creditors to blame their London agent for not paying small accounts. Their difficulties were increased when a number of private bills sent to London in payment for goods were dishonoured. Such cash as came to hand was distributed by their agent in instalments pro rata amongst creditors. Meanwhile they took to explaining difficulties imposed on them by the currency reforms and held out development of their cedar resource as a means for paying in the near future. From the mid eighteen twenties small instalments, excuses and promises no longer sufficed with the more impatient creditors who threatened legal action or actually sent out powers of attorney for the commencement of proceedings. The partners then began paying off the most pressing creditors, leaving the rest without further instalments. Those who merely wrote pleading letters were by the eighteen thirties ignored, sometimes for years, until they realised the need

85 Wollstonecraft to Elizabeth Wollstonecraft 1/11/1820, BP.

86 My list may not be quite complete. It was compiled mainly from shipping advertisements in the newspapers but several ships for which no advertisements were located were the subject of correspondence with the Government.
for stern measures.  

In their first few years in New South Wales Berry & Wollstonecraft supplied goods to retailers or sold through them on commission. They showed to these people none of the forbearance which they expected from their own creditors. Dealers and other customers in default were pursued through the courts and, if necessary, their property sold on execution to recover sums owing.

By 1828 Berry & Wollstonecraft had ceased importing and advertising and were stating an intention to cease operations as merchants. They had little choice. Their credit was gone. Only one or two English suppliers subsequently expressed any willingness to sell them goods and that was on the basis of payment in full on delivery in London.

At the end of the eighteen twenties Berry & Wollstonecraft were so pressed for money that they were impelled to cheat their assigned servants and employees of entitlements and, at Wollstonecraft's behest, took to refusing passages from Shoalhaven to prevent them from presenting in Sydney orders for wages owing. Berry wanted to head off litigation over their debts as far as possible by negotiation and compromise but Wollstonecraft insisted on holding out against claimants. In 1830 and especially 1831 the firm's name was appearing so often in notices on the court house door as defendant in actions for recovery of small debts that its imminent failure was expected even by the partners' closest friends and their solicitor James.

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87 Voluminous correspondence with creditors, BP.

88 E.g. SG, 22 Oct. 1827.

89 Darling to Huskisson 14/4/1828, HRA, v XV, 153; The Sydney General Trade List for 1829-1830 contains no mention of Berry & Wollstonecraft.

90 Samuel Haycraft to Berry & Wollstonecraft 6/8/1829, BP.

91 Wollstonecraft to Berry 15/12/1829 re-dated 19/12/1829, & 9/2/1830, BP.
Norton chided Berry about their discreditable situation. In December 1831, seeing no hope of otherwise 'keeping the wheel going round' Berry brushed aside Wollstonecraft's opposition and applied to Sir John Jamison for a loan.

Most Sydney merchants in the period under review held land grants, if only for reception of livestock they were forced to take in payment in a cash-starved economy. As T.M.Perry has pointed out Berry & Wollstonecraft were unique amongst Sydney merchants in that for a time they attempted to pursue seriously both commerce and farming. It helped in their case that, although they alternated roles regularly, there was one partner to oversee each of these areas of activity nearly all the time.

Edward Wollstonecraft was the dominant partner and driving force in Berry & Wollstonecraft as merchants. Berry wished always to be on good terms with others and did not handle stress well. On the evidence, Wollstonecraft was correct in his assessment of Berry as lacking the mental toughness necessary for succeeding in commerce under pressure. His reluctance to face unpleasant situations may well have been the cause of silences - to Shortt, to creditors he could not pay immediately, to individuals from whom he had received powers of attorney when he had nothing.

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92 Berry to Wollstonecraft 11/5/1831, 23/5/1831, 5/9/1831 & 1/12/1831, BP.

93 Berry to Wollstonecraft 1/12/1831, BP. The application must have succeeded because Berry & Wollstonecraft recovered one of their vessels which had been seized as security for a mortgage payment.


95 There is much evidence of this in the Berry - Wollstonecraft correspondence. See especially Wollstonecraft to Berry 15/8/1831 re-dated 18/8/1831, BP, for a fierce rebuke to Berry for his submission to stress.

96 Wollstonecraft to Berry 15/8/1831 re-dated 18/8/1831, BP.
favourable to report - which were a discreditable part of his conduct. Berry was always a merchant from need rather than choice, feeling disdain for that calling and distaste for the dodges one had to resort to. Within days of Wollstonecraft's death on 7 December 1832 after years of ill-health Berry had disposed of the firm's Sydney premises and retired from general trade.97

Berry & Wollstonecraft provide the ultimate example of trade helping gentlemen of small means to acquire capital needed to obtain and develop substantial land holdings. They started literally without a penny to call their own yet Berry came eventually to hold the largest freehold estate in the Colony and his brother and heir, without adding significantly to it, became Australia's first official millionaire.98 It was common in New South Wales up to the eighteen forties for merchants and others to leave accounts unpaid for long periods while diverting income into development of their estates.99 This is what Berry & Wollstonecraft did throughout their period of indebtedness. In effect they compelled English creditors to make them long-term loans at five per cent interest. Several creditors pointed out that as merchants themselves they had to know that this interest was not adequate compensation for retaining capital. Late in 1826 Wollstonecraft claimed that the partners had already invested £15,000 in their Shoalhaven lands.100 They could argue that their sawing establishment was dependent upon development of their farm for cheap food but such expenditure as that on imported

97 Australian, 14 Dec. 1832.
100 Wollstonecraft for Berry & Wollstonecraft to Col.Sec. 6/11/1826 26/7290, CSIL, Berry and Wollstonecraft Papers re land 1826-29.
blood stock went beyond what could be covered by that argument. In 1822 Berry had argued in court that Loane acted in an unprincipled manner in not directing income to liquidation of his debt to Berry. His own conduct was equally reprehensible.