Aspects of the career of Alexander Berry, 1781-1873

Barry John Bridges
University of Wollongong


This paper is posted at Research Online.
NOTE

This online version of the thesis may have different page formatting and pagination from the paper copy held in the University of Wollongong Library.

UNIVERSITY OF WOLLONGONG

COPYRIGHT WARNING

You may print or download ONE copy of this document for the purpose of your own research or study. The University does not authorise you to copy, communicate or otherwise make available electronically to any other person any copyright material contained on this site. You are reminded of the following:

Copyright owners are entitled to take legal action against persons who infringe their copyright. A reproduction of material that is protected by copyright may be a copyright infringement. A court may impose penalties and award damages in relation to offences and infringements relating to copyright material. Higher penalties may apply, and higher damages may be awarded, for offences and infringements involving the conversion of material into digital or electronic form.
Chapter 5

LANDOWNER

Soon after arrival Berry and Wollstonecraft applied for land grants with the intention of producing fine wool.\(^1\) In his petition on 20 September 1819 Wollstonecraft asked for two thousand acres. He could appropriate £2,000 immediately to farming operations but expected to have twice that amount available in twelve to eighteen months.\(^2\) On giving an assurance of his fixed purpose to remain in the Colony\(^3\) he was ordered a grant but was not informed until he made a further application in March 1821.\(^4\) Berry's petition dated 24 November 1819, was based on a plea that he could secure payment of considerable debts only by transfer of stock, which it would be injurious to accept unless he possessed pasturage. Governor Macquarie replied that he would order him a grant on his return to settle permanently.\(^5\)

Berry conceded that at this time he knew more of agriculture than of pastoralism and that his knowledge of either was mostly theoretical\(^6\) but as he was from a farming background, more robust and less attuned to business it was natural that he was the partner who took on the search for

---

1 Wollstonecraft to Elizabeth Wollstonecraft 12/1/1820, BP.

2 Wollstonecraft, Memorial to Governor Macquarie 21/9/1819, copy, BP.


5 Memorial of Alexander Berry, Merchant to Governor Macquarie 24/11/1819 No 78 & Macquarie's minute 31/12/1819, CSIL, Bundle 13 No. 60-97, 1819 (NSWA 4/1743), 147-149.

6 Berry to W.Corbett 28/12/1837, BP.
a suitable location for their grants. He was so impressed with the Berrima district, seen late in 1819: a favourable year with luxuriant grass and plenty of water, that he secured Macquarie's agreement to allow him and Wollstonecraft to select their grants there.7

During Berry's voyage to Britain Wollstonecraft's health deteriorated so severely that he took part of his grant in the vicinity of Sydney to escape the fetid atmosphere of lower George Street. He selected five hundred acres with a harbour frontage on the North Shore8 and built on the highest point a small cottage, 'The Crow's Nest'. Berry was unable to understand why his partner wasted so much of his grant on land so unpromising for agricultural or pastoral purposes. In the event, Wollstonecraft received this land in excess of his promised grant, the frontage on what became Berry's Bay provided an ideal site for a wharf and warehouse and from the early eighteen fifties auctioning of small parcels for residential lots provided valuable accessions of capital.9

When Berry returned to the Colony late in 1821 he found that all land at Berrima had been alienated. He was to claim that he and Wollstonecraft felt their plans 'completely frustrated by the nonfulfilment of the promises of General Macquarie' and decided to devote themselves entirely to mercantile pursuits. This was not the case. Land was always uppermost in Berry's mind and, having been told by Brisbane to choose his spot,10 he began very soon

7 William Broughton to Macquarie 1/1/1820, C.Throsby to Macquarie 22/1/1820 Nos 9 & 11, CSIL, 1820 Bundle 14 Nos 1-59 (NSWA 4/1744), 130-133, 139-140; SMH, 22 Feb. 1859, letter from Berry; SG, 12 May 1821, notice re grants.

8 Isadore Brodsky, North Sydney 1788-1962, North Sydney 1963, 267, letter from Berry in SMH 1857, quoted; Deed of Grant to Edward Wollstonecraft of 524 acres 20/6/1825, Description of Grant, Nos 66 and 60 respectively in Norton Smith Papers (ML A5375-2).

9 Declaration of Alexander Berry Esqre 10 January 1870, Norton Smith Papers, No. 62. Berry sold nineteen acres in 1853. Two further sales occurred in the 1880s when the estate had passed to his brother David.
Original sketch of Crows Nest grant received from Surveyor General's office

Source: Norton Smith Papers (ML A5375), No. 75 Berry & Wollstonecraft Miscellaneous 1829-1832.
after his return to travel through most of the Colony as it then was looking afresh. There is no evidence that he ever crossed the Blue Mountains or was interested in pastoral land to the west. Following the unremunerative return on wool exported on the *Admiral Cockburn*, woolgrowing was never again important in Berry's or Wollstonecraft's thinking. They were then looking for agricultural land. Berry knew both the cost advantages of water transport and that the abodes of civilization were river valleys. It seems likely that he focussed on coastal districts.

Late in Macquarie's term Lt Robert Johnson RN had discovered the River Clyde. Governor Brisbane wanted Johnson to make another voyage southwards to look for more rivers. When he was unavailable Brisbane placed Berry, 'a quasi navigator and correct observer', in charge of the Government cutter *Schnapper*. Johnson subsequently joined the expedition. Berry took with him twenty-four year-old Hamilton Hume, who since 1814 had either led or been pivotal member of thirteen expeditions into the unknown interior. This began a long friendship. It was Berry who was to propose Hume to Brisbane as leader of the overland expedition to Port Phillip in 1824 and during the

---

10 Berry & Wollstonecraft to Brisbane 19/2/1822, CSIL, Berry and Wollstoncraft Papers re land 1826-39 (NSWA 4/1123.2); *SMH*, 22 Feb. 1859, letter from Berry. On his return from Britain Berry brought another letter from the Colonial Office ordering him a land grant and convicts, but there is no evidence that it was considered necessary to present it in Sydney: Goulburn to Brisbane 8/5/1821, *HRA*, v X, 498-499.

11 Berry to W. Corben 28/12/1837, Berry to —/1/7/1839, BP.

12 *SMH*, 22 Feb. 1859, letter from Berry.


controversy of the eighteen fifties Berry backed Hume in his resistance to William Hovell's attempts to usurp credit for that venture. The *Schnapper* expedition proceeded to the southwards of Bateman's Bay before storm damage forced return to Sydney.

Berry and Johnson were deterred by the bar at its mouth from attempting to enter the Shoalhaven River. They sailed into Crookhaven, hauled a small boat across an isthmus some two hundred yards wide between the inlet and the river and sailed about twenty miles up the Shoalhaven until stopped by the long rapid at Burrier. It appears that Berry climbed the sandstone cliffs adjacent to the site of Nowra Showground and surveyed the country. Between those heights and the sea stretched alluvial flat grasslands, with some casuarina or melaleuca scrub, interspersed with reedy freshwater swamps. Meadow grasslands flanked Broughton Creek and rainforest on the north side contained valuable timbers such as cedar, coachwood, blackbutt and sassafras. His attention was focussed upon Bolong on the expedition Hume named Berry's Plains and Mt Wollstonecraft (Mt Macedon) but neither name became fixed to these features.

---

15 Hume, *op.cit.*, 12 fn; Berry to Rev. W.B.Clarke 31/5/1855, BP: 'Hume hid his candle under a bushel for 30 years and it went out'


17 Berry, *loc.cit.*, 239-240. Boats were also dragged across this isthmus to enable exploration of the river by John Oxley in 1818 and T.L. Mitchell in 1822: T.L. Mitchell to Governor Brisbane 10/2/1822, Sir Thomas Livingstone Mitchell Papers, v II, 1820-1829 (ML A291), 33-34; *The Book of Shoalhaven: As It Was and As It Is*, Sydney 1926, 18.

18 Berry, *loc.cit.*, espec. 240.

THE SHOALHAVEN
Although Berry had only a general impression of the district he decided to take their grants on the alluvial banks of the Shoalhaven although the district then 'presented a very swampy & forbidding appearance', entry to the river from the sea was limited to small vessels and very dangerous and the district practically inaccessible overland. Berry explained his decision on the basis that it was better to have a surfeit of water and easier to drain swamps than attempt to remedy drought; 'the prevailing feature of the Colony'. Reasons given later were remoteness from Sydney: 'the great focus of plunder' and from 'the bane of Grog Shops'. As the partners shared a fierce dislike of neighbours and wanted room to expand their lands later it seems probable that the unlikelihood of soon having neighbours was a consideration. Given the partnership's debt problem and the central role timber-getting was to take in its operations James Jervis might be correct in suggesting that the presence of some of the best cedar grounds on the coast was a material, although unrecorded, factor but Berry & Wollstonecraft did not begin to exploit the cedar in any systematic manner until some two years after settlement.

Others did not share Berry's opinion of the potential

20 Berry to Wollstonecraft 28/6/1824, BP.
21 As late as the beginning of the eighteen forties land communication was by rough bridle track via Illaroo, Budgong Gap, Bendiela and Meryla to Moss Vale and Berrima, thence by the main southern road to Sydney: William A. Bayley, Kangaroo Valley, New South Wales, Kangaroo Valley 2nd edn 1966, 14.
22 Berry to W. Corben 27/1/1837, Berry to 1/7/1839, BP.
23 Berry, Memo. on Tobacco 4/6/[1823], BP.
24 Appendix to Berry to Clerk of Executive Council 7/10/1861, copy, BP.
25 E.g. Berry & Wollstonecraft to 20/2/1823, BP.
26 James Jervis, 'Alexander Berry, the Laird of Shoalhaven', JRAHS, v 27, pt 1, 1941, 32.
of Shoalhaven. Wollstonecraft was not at first persuaded that Berry had chosen wisely.\(^\text{27}\) Surveyor General John Oxley had given Berry a copy of a report to Governor Macquarie\(^\text{28}\) in which he stated that he saw at Shoalhaven 'no place on which even a cabbage might be planted with prospect of success' and that there could 'never be a settlement of any consequence'.\(^\text{29}\) In 1822 his deputy T.L. Mitchell 'from a Cursory survey of the country agreed entirely with the statement given by Mr Oxley'.\(^\text{30}\) Judge Barron Field, in October 1823 Berry & Wollstonecraft's first visitor of consequence, prophesied that their grants would 'hardly ever' repay them for their outlay:

I am afraid, in this case, that man has taken possession before Nature had done her work. Immense swamps and lagoons have only been just left by the sea, and the forest land is yet indifferent for grazing.\(^\text{32}\)

In the latter part of Macquarie's governorship a surplus of convict labour built up. Established settlers told Commissioner Bigge that one man was needed to work each hundred acres and Bigge was to recommend that the more tractable convicts be assigned to free settlers and land grants proportioned to the number supported.\(^\text{32}\) On his arrival Governor Brisbance determined to grant land freely on condition that a grantee enter into a bond to maintain

\(^{27}\) Berry to John Berry 14/9/1839. See also John Osborne to John Hay 21/4/1899, BP.

\(^{28}\) Appendix to Berry to Clerk of Executive Council 7/10/1861, copy, BP.

\(^{29}\) Oxley to Macquarie 10/1/1820, \textit{HRA}, v X, 254-257.

\(^{30}\) Mitchell to Brisbane 10/2/1822, Mitchell Papers, v II, 34.

\(^{31}\) Barron Field, 'Journal of an Excursion to the Five Islands and Shoal Haven, on the Coast of New South Wales', in Field, ed, \textit{op.cit.}, 467.

one assigned servant until the end of his sentence for every hundred acres. This scheme was to serve the dual purpose of reducing the expense of maintaining convicts and providing a means for gauging the capital of applicants for grants.

Berry & Wollstonecraft asserted that these conditions for assignment completely altered their decision not to become landowners and led them to decide on putting a large portion of their funds into agriculture at Shoalhaven. Brisbane readily granted them ten thousand acres in their joint names on condition of taking one hundred convicts and immediate assignment of ten men to permit them to begin their occupation. Berry represented their application to later governments as having been made 'on the spur of the moment, rather than from due consideration' and as being intended 'to express our approval of this scheme'. In 1827 he told Wollstonecraft that 'it would be a pity to sift into the motives of this grant as it was a consideration for the passage of the late Governor'. It appears from this that a secret deal had been done between Brisbane, a man burdened by debt, and Berry. Berry & Wollstonecraft were able to apply even before the new


34 Berry & Wollstonecraft to Brisbane 19/2/1822, Col. Sec. to Berry & Wollstonecraft 5/3/1822, CSIL, Berry and Wollstonecraft Papers re land 1826-39.

35 Appendix to Berry to Clerk of Executive Council 7/10/1861, copy, BP.

36 Mr Berry's Statement, 1851, Berry Estate (MLA 720), encl. M to No. 116.

37 Berry to Wollstonecraft 12/8/1827, BP.

38 Liston, op.cit., 21.
regulations were promulgated and their grant was very large considering their apparent capital. The arrangement adverted to by Berry showed disregard for the proprieties and may have involved corruption.

Wilmot Horton wrote that he would not be surprised if every convict in the Colony was taken as settlers rushed to obtain land on the new conditions. However, Berry & Wollstonecraft were the only applicants for a large grant. As most new settlers intended to be pastoralists and had no need for a convict per hundred acres the policy was interpreted as imposing a tax on land. At the time it cost the Government £16 per annum for the keep of each convict and must have cost each settler much the same, without prospect of an adequate return for some years. From the beginning Berry & Wollstonecraft came under attack as recipients of a principality for virtually nothing. Berry always answered critics with the assertion that this 'free' grant had been in reality some of the dearest land in New South Wales. He justified this by multiplying £16 by a hundred convicts for an annual charge of £1,600 as opposed to a small quit rent in the case of a normal grant. Berry & Wollstonecraft had, he calculated, paid £1 12s per acre for this grant. The Australian Agricultural Company with only one convict per two thousand acres and no quit rent had paid only 1s 7d per acre. Berry's formula was crude. He and Wollstonecraft did not have one hundred assigned men all the time and the cost of supporting them varied.

In an attempt to allay opposition to the convict-support clause Brisbane very soon took to offering the loan of a Government cow for ten years for each man employed. As

---

39 Berry & Wollstonecraft left blanks in their letter of application for insertion of the date of the regulations.

40 Horton to H.G. Douglass 25/9/1824, CO 202/12, 326.

41 Liston, *op.cit.*, 236.

42 Berry, Untitled memo. [1826], BP; Berry to Duke of Newcastle 19/10/1853, enclosure, Berry Estate (ML A720), no. 128.
early as March 1823 Berry & Wollstonecraft were eager to execute bonds to support their first fifty convicts to lay claim to fifty cows. They were ruled ineligible because their grant application had been approved prior to amendment of conditions: a ruling which Berry put down to the ill-will of Colonial Secretary Goulburn. Given that they alone took a large grant and the speed of amendment of terms it is not unnatural that they considered themselves hard done by. In 1827 Berry estimated that a loan of cattle would have been equivalent to a Government hand-out to them of £600. They were denied a resource which would eventually have more than financed their obligations under the grant.

Berry & Wollstonecraft were anxious to obtain so many convicts because, unlike other grantees, they wished to employ them in labour-intensive agricultural work. Availability of so many convicts alone made such an undertaking possible at Shoalhaven at that time. Much later Berry said that only he and Wollstonecraft kept their bargain, considering it dishonourable to recede. In the mid eighteen twenties he conceded that had they not been intent on agriculture it was unlikely they would have been more content than others to fulfil their undertaking.

Given the sanctimonious tone of his claims it is relevant that the deed of grant specified that the convicts 'be employed exclusively upon the Land hereby granted' whereas the great majority were actually employed at Numba.

43 Wollstonecraft to Berry 28/3/1823, Berry to Wollstonecraft 23/7/1825, 25/8/1826 & 12/8/1827, BP; Mr Berry's Statement, 1851, Berry Estate (ML A720), encl. M to No. 116.

44 Berry, Untitled memo. [1826], BP.

45 Mr Berry's Statement, 1851, Berry Estate (ML A720), encl. M to No. 116.

46 Berry, Untitled memo. [1826], BP.

47 Copy of grant of 10,000 acres of land at Coolloomgatta to Alexander Berry and Edward Wollstonecraft 30 June 1825, Letters to Alexander Berry (ML Ab192/12).
In mid 1824 demand for convicts began to outstrip supply. Late in that year Governor Brisbane prepared for progressive dismantling of the regulations relating land to convicts maintained. In May 1825 he offered to execute new grants restoring former cultivation clauses and low quit rents for grants promised by Macquarie but executed by his Government. Wollstonecraft took advantage of this, having the grant of Crows Nest re-executed.

Brisbane ordered preparation of deeds to the Shoalhaven grant and signed them before departure from the Colony. Colonial Secretary Goulburn refused to hand them over, pointing out to Governor Darling that the condition that the grant be measured according to a system adopted in 1822 on Colonial Office instruction had not been complied with and that as the Government could not supply sufficient convicts the convict support clause could not be met. Berry & Wollstonecraft were requested to agree to an impost of quit rent additional to the existing £Stg10 per annum in perpetuity after five years instead of the convict maintenance clause. They refused. In their view they had paid £6,400 of a purchase price of £16,000, although for a time they had considerably more than a hundred convicts. The Government's proposal amounted to wanting to cancel the agreement when a goodly part of the price had been paid and

50 SG & Australian, 5 May 1825.
51 Register of Land Grants, v 10, 14, Registrar General's Department, Sydney, cited by Liston, op.cit., 244.
52 Copy of grant (ML Ab192/12).
53 Col. Sec. to Surveyor General 18/2/1822, encl. in Col. Sec. to Berry & Wollstonecraft 5/3/1822, CSIL, Berry and Wollstonecraft Papers re land 1826-39; Mr Berry's Statement, 1851, Berry Estate (ML A720), encl. M to No. 116. Appendix to Berry to Clerk of Executive Council 7/10/1861, BP; Jervis, loc.cit., 34.
to re-sell without taking account of the money paid. They wanted the Government to adhere to its bargain and to supply cows as well. 54

Governor Darling obtained Colonial Office permission to hand over the deeds but was instructed to obtain an undertaking that the grantees would fulfil their engagement concerning convicts should the Government think fit to call upon them at any time. 55 The Colonial administration was reluctant to act on this permission. Deputy Colonial Secretary Harington made a number of attempts to persuade Wollstonecraft to surrender the grant and the 4,000 acre Meroo grant, purchased in Wollstonecraft's name from Aspinall & Browne and subject to the same conditions, and accept fresh grants with only trifling quit rents and no obligation to take convicts. Wollstonecraft answered that what they were dealing with was a contract as well as a grant. The convicts would be of use and Berry & Wollstonecraft considered they had a right, if so minded, to demand this labour. What clinched the argument was Wollstonecraft's pointing out that Berry & Wollstonecraft had made no application for a grant to Darling. To agree to the proposed arrangement would be to play into the hands of 'the Opposition' [in particular E.S.Hall in the Sydney Monitor] which falsely asserted that they had received large grants from him. 56 Berry & Wollstonecraft's bond to attempt to secure convicts to the set number was returned. 57

54 Berry, Untitled memo [1826], BP.

55 Darling to Bathurst 21/12/1826, HRA, v XII, 792; Goderich to Darling 5/7/1827, HRA, v XIII, 427; CSIL, Berry and Wollstonecraft Papers re land 1826-39 various papers concerning the bond.

56 Wollstonecraft to Berry 1/3/1830, BP. See also Berry's minute on Surveyor General to Col. Sec. 1/3/1830, encl in Berry to Col. Sec. 3/8/1840 40/8171, Berry Estate (ML A719), No. 63.

57 Berry & Wollstonecraft to Col. Sec. 30/1/1828 28/901; unsigned form of bond Berry & Wollstonecraft to the King 1828, unsigned and undated memo re withdrawal of requirement for a bond, CSIL, Berry and Wollstonecraft...
and finally, on 1 March 1830, Wollstonecraft was able to write triumphantly that after many applications and in spite of all opposition he had the deeds in his hands.58

The two 2,000 acres grants located on the south bank of the Shoalhaven at Numba and the 10,000 acres 'Coolangatta' grant on the north side were the only free grants sought by Berry & Wollstonecraft; and Berry remained adamant that Coolangatta was no gift.59 In 1824 free settlers were allowed for the first time to purchase Crown land.60 Thereafter the estate was expanded by purchases from the Crown or individuals, sometimes in the form of promises of grants yet to be located. From the start willingness to put purchase of more land before all else was in evidence. Berry and Wollstonecraft each took immediately 4,000 acres at 5s per acre on ten per cent deposit,61 incurring an additional liability to pay £2,000 when they were seriously embarrassed financially. They bought during a period of high prices. When an economic downturn followed they were in serious trouble and in 1828 had to petition with twenty-four other purchasers for reduction in price or extra time to pay. They received extra time.62 Again in 1831, after a long period of drought
and when prices were depressed, they had to join others in a petition for suspension of collection of quit rents, which resulted in three years being allowed for payment of arrears.\textsuperscript{63} It was fortunate for Berry and Wollstonecraft that they located their grants and made their purchases when they did. Brisbane alienated as much land as his predecessors had in the previous thirty years, Darling in three years alienated three times as much as in the whole previous period and from 1820 to 1828 the area alienated rose from 381,466 acres to 2,906,346 acres.\textsuperscript{64} Berry and Wollstonecraft were numbered amongst 'old' grantees who as a class resented later immigrants as rivals for as-yet-unalienated land.

Like other large landowners Berry and Wollstonecraft viewed ending of free grants in 1831 and sale of Crown land henceforth at 5s per acre as prospectively disastrous for the Colony. Both partners were included in a twenty-one man committee appointed by a meeting at Parramatta to draft a petition to the King. These landowners believed free grants, preferably without quit rents, essential for attracting men of capital upon whom they depended for expansion of the economy, providing a market for surplus sheep and cattle and maintaining the strength of their own class relative to other classes.\textsuperscript{65} Use of money raised by

\begin{itemize}
\item 1828 (NSWA 4/1971). An application by Berry & Wollstonecraft in 1832 for a further extension of time was refused: Wollstonecraft to Berry 15/4/1832, BP; CSIL, Memoranda 31/7202, unsigned memo by Surveyor General Mitchell, minute by Governor Bourke 15/4/1832, BP.
\item Memorial to Governor from the Principal Landholders of New South Wales encl. in Forbes to Darling 2/4/1831, Darling to Forbes 23/8/1831, Darling to Goderich 1/9/1831, Bourke to Howick 28/2/1832, HRA, v XVI, 341-345, 544; Sydney Monitor, 11 May 1831 ed1, 6 Aug. 1831, ed1, 21 Jan. 1832; SG, 21 Jan. 1832.
\item Berry to Wollstonecraft 5/9/1831, BP; Sydney Monitor, 24 Sep. 1831 ed1: open letter to Viscount Goderich,
\end{itemize}
sale of land in assisting immigration would in Berry's view result in 'only the idle & useless population of England' being sent out at the colonists' expense.66

At the time of the 1828 census Berry & Wollstonecraft owned 30,000 acres; 1,200 of them cleared.67 In 1840 the Berry estate was nominally 35,000 acres, chiefly of the richest land in that part of the country plus an undetermined acreage in liberal allowances for 'unprofitable swamps'.68 After arrival of Berry's brothers in 1836 parcels of land were bought in their names but the lands were known collectively as the Berry estate and operated as a single entity, with Alexander handling all but petty financial transactions and making all major decisions. From the later eighteen thirties land frequently cost Berry dearly. At one sale he paid about £6,000.69 At a sale on 10 June 1840 of land auctioned at an upset price of 5s an acre he paid 88s per acre for 604 acres, the highest price for a large piece of land in New South Wales to that time, and 31s for an adjoining block of 935 acres.70 As early as 1830 Berry told Wollstonecraft that no one had 'any feeling with ourselves with respect to land, but the contrary - as they regard us as monopolisers'.71 His feeling persisted as the Berrys paid whatever was necessary to beat off rival bidders. Enthusiasm for expansion


66 Berry to James Atkinson 9/2/1834, BP.

67 General Census of New South Wales November 1828 (processed copy), Nos. 1079, 1080, 2273.

68 Deputy Surveyor General Perry to Col. Sec. 14/2/1840 40/1856, Berry Estate (ML A719), No. 45.

69 Berry to Col. Sec. 23/10/1850, Berry Estate (ML A720), No. 93.

70 Minutes of Evidence taken before the Immigration Committee, ev. William Jacques, auctioneer, 29/7/1840, in Great Britain & Ireland, Papers Respecting New South Wales, 26 April 1841, 47.

71 Berry to Wollstonecraft 19/1/1830, BP.
Berry & Wollstonecraft's grant and canal as in 1853
Source: Berry Estate v 2 (ML A720), encl. to no. 131.
sometimes overcame sober judgement of worth. To take one instance, Berry came to believe that 3,300 acres south of Crookhaven represented a waste of capital. From 1846 quit rents could be extinguished by ten years purchase and Berry, eager to 'have an end of this annoyance', began to purchase, completing the process for all grants by the mid eighteen fifties. The holdings of the Berry brothers in the early eighteen fifties totalled 60,000 acres. Despite heavy outlays increase in the size of the estate was marginal from then on and at Berry's death in 1873 the area was much the same in round figures, with 45,712 acres of it in his name.

The Berrys, their critics and historians have all tended to speak in terms of the land they owned but they were also leaseholders of large areas of Crown land. On 29 August 1826 Governor Darling issued regulations allowing pastoral leases on six month's notice to quit at 20s per hundred acres per year. Berry & Wollstonecraft, who applied in August 1828 for 5,120 acres adjoining Meroo, were among the few to take a lease on these terms. On 16 October

72 Berry to David Berry 11/5/1857, 19/4/1862, 3/8/1864, 19/1/1867 & 19/7/1872, BP.

73 See Statement of the Annual Rate, and amount required for the Redemption of the Quit Rent on the undermentioned Grants in Conformity with the Government Notices of 9th October 1846, and 30th July 1849, n.d., Berry to David Berry 20/3/1854, BP.


75 DT, 5 Oct. 1889, obit. for David Berry, gives a figure then of 60,000 acres: 42,000 north of the Shoalhaven and 18,000 south of it.

76 Summary account of the real Estate Belonging to the late Alexander Berry Esqre on 17 September 1873, BP.

77 Berry & Wollstonecraft to Col. Sec. 15/8/1828 28/6490,
1828 new regulations permitted landowners to lease land adjoining their property at 2s 6d per hundred acres on one month's notice to quit. Berry & Wollstonecraft immediately leased 10,000 acres. It seems that Berry was not at first enthusiastic about leasing because of the insecure tenure and that it was Wollstonecraft's influence which resulted in the partnership acquiring leases, mainly to keep out of the district potential settlers and rivals for future purchases but sometimes to protect access to land already held. Leases significantly increased at very little expense the area of land under Berry's control. In 1857 he held 11,760 acres in the County of Camden on an annual rent of £9 3s 11d and 5,200 acres in St Vincent for £4 1s 5d, giving him in excess of one fifteenth of leased land in two counties where the rent was on average two-thirds of a farthing per acre. A decade after the Land Acts of 1862 Berry was still leasing Crown land.

From an early date the estate became so large and the boundaries were so ill-defined that there was uncertainty about what land it included. In the eighteen fifties it was alleged that Berry put cattle on Crown land in order to mislead potential purchasers into believing that he owned it. Ridiculous stories put the extent of Crown land illegally held as high as fifty-three thousand acres. In 1855 through the intervention of George Underwood Alley, a physician and journalist who opposed Berry as a monopoliser, 4,000 acres of Crown land in the heart of the

CSIL, Berry and Wollstonecraft Papers re land 1826-39; Brian H. Fletcher, Ralph Darling: A Governor Malignned, Melbourne 1984, 153.

78 SG, 23 April 1829.
79 Wollstonecraft to Berry 14/8/1829, BP.
81 Berry to David Berry 22/8/1872, BP.
82 Empire, 7 Mar. 1855.
estate were excised and sold\textsuperscript{83} and in 1860 land at Cambewarra long believed to belong to Berry was found to be Crown land and was put up to auction.\textsuperscript{84} These embarrassing revelations that he had indeed illegally used Crown land seem to have taken Berry completely by surprise. He invested heavily in attempts to drain the Coolangatta swamp after completely overlooking a clause in the grant, unusual for that time, which reserved it to the Crown. In 1861, again as a result of Alley's intervention, attempts were made to purchase reclaimed parts of the swamp but through arbitration Berry was awarded 640 acres because his improvements exceeded £1 per acre in value.\textsuperscript{85}

Berry & Wollstonecraft were eager to secure natural boundaries, to keep their land in connection and prevent enclaves or indentations owned by others, to maximise their river and creek frontages for ease of transportation and, in the earliest years, to preserve a road connection to shipping at Jervis Bay.\textsuperscript{86} In pursuit of these ends they were prepared to take strong measures against anyone who got in their way.

Richard Mutton had a 1,200 acre grant adjacent to Berry & Wollstonecraft's cattle establishment at Meroo. They wanted this grant and were prepared to buy it, but not at anything like the price Mutton wanted. Wollstonecraft affected indifference about acquiring the grant but exerted

\textsuperscript{83} G.U.Alley to Col. Sec. 4/6/1855, Berry Estate (ML A721), No. 170.

\textsuperscript{84} IM, 6 April, 25 & 29 May & 2 Oct. 1860.


\textsuperscript{86} Wollstonecraft to Berry 4/9/1829 & 26/9/1829, BP.
pressure by mentioning to Mutton that they would require him to fence and would not permit him access through Meroo until obliged to do so. In October 1829 Berry & Wollstonecraft rented the land in consideration of interest on a loan of £Stg60, then shortly afterwards increased the loan in return for an undertaking from Mutton not to sell to anyone else without their concurrence. When Mutton was £100 in debt and eager for Berry & Wollstonecraft to purchase the grant for £400 Wollstonecraft called for repayment in order to force Mutton to sell for no more than £180. Wollstonecraft had no compunction about driving bargains like this. In his paranoia about neighbours he saw Mutton and others as endeavouring 'to annoy & injure us'. Provided they could persuade or force such people to sell this was not an unmitigated evil for it would allow them to procure additional land.

Berry & Wollstonecraft were able in 1829-1830 to settle problems concerning boundaries with Dr William Elyard and with William and John Graham by negotiation and exchange. These neighbours were also at a disadvantage from indebtedness to the firm and dependence on its good offices for transportation of themselves and their supplies by sea between Sydney and Shoalhaven.

A dispute arose with Elyard when he sought to locate on the south side of Crookhaven Creek, cutting off Berry & Wollstonecraft's holdings from their natural boundary on that Creek. Wollstonecraft viewed this as a hostile act, possibly designed to force the firm to buy him out. He canvassed at great length strategies which might be adopted to prevent Elyard carrying his point. If these should fail

87 Wollstonecraft to Berry 11/10/1829 25/9/1829, BP.
88 Richard Mutton to Berry & Wollstonecraft 10/10/1829 & 21/11/1829, Norton Smith Papers (ML A5375-2), n.s. No. 60, Alexander Berry. Papers concerning partnership with Edward Wollstonecraft 1823-1832, 17-19, 22-23; Wollstonecraft to Berry 19/12/1830, BP.
89 Wollstonecraft to Berry 11/10/1827, BP.
it would then become

our business to throw every impediment in the way of their occupation, & to annoy them to the utmost of our power. The first step is, to refuse them all Conveyance of their Stores or People in our Craft; to deny them all assistance, with Provisions, Stores & Workmen; to impound their Cattle; & finally to force them to the trouble & expence of Fencing their Line of Boundary.90

Wollstonecraft urged Berry to see William Elyard Jr and take a very tough line with him91 to secure Dr Elyard's agreement to transfer a section of his grant at a location pointed out to him in settlement of his debt to the partnership. Berry should apply pressure by presenting a statement of Elyard's debt with interest and having him arrested if he did not pay.92 Berry submitted the account93 and opened negotiations but, much to the anger of his partner, did not press with the vigour needed to force a conclusion. It was left to Wollstonecraft to confront Elyard Snr when at Shoalhaven and by speaking bluntly and abusively to secure an agreement that Elyard was to have his grant of 1,560 acres measured at Greenwell Point, then to surrender 500 acres to Berry & Wollstonecraft in settlement of his debt and exchange the remainder acre for acre for land in Berry & Wollstonecraft's possession at Brundee.94

Although Berry applied on 22 September 1829 for sanctioning of the changes it was not until April 1831 that approval was notified.95 Meanwhile Dr Elyard wrote twice to

90 Wollstonecraft to Berry 19/7/1829, BP.
91 Wollstonecraft to Berry 29/7/1829, BP.
92 Wollstonecraft to Berry 14/8/1829, BP.
93 Berry to Wollstonecraft 21 & 26/8/1829, BP.
94 Wollstonecraft to Berry 2 & 4/9/1829, BP; Memorandum of an Agreement between William Elyard Snr and Berry and Wollstonecraft 7/9/1829, Norton Smith Papers, No. 70.
95 See Col. Sec. to Surveyor General 22/9/1830 30/1112, Berry Estate (ML A719), No. 10.
Wollstonecraft during 1830 and finally called on him seeking concession of a number of benefits including surrender of land additional to that mentioned in the agreement. Wollstonecraft made it clear that Berry & Wollstonecraft would not submit to his demands under threat of taking possession of the land he had originally chosen.96 Several months later Elyard passed on a letter from the Colonial Government without drawing attention to the fact that descriptions of his land contained in it would have deprived Berry & Wollstonecraft of a large piece of land and given Elyard more than he had been promised.97 Both Wollstonecraft and Berry felt that in Elyard they were dealing with a slippery customer who had to be watched closely and coerced when necessary.98

Part of the land surrendered to Elyard was being farmed by two young men, sons of William Graham Snr who arrived in 1825 under a seven year sentence and was assigned to Berry & Wollstonecraft.99 Wollstonecraft, eager to leave no ground for any plea for the brothers to be allowed to remain and upset the exchange with Elyard, told them that they were free to take away their crop, hut and every other kind of improvement and that he would allow them sawn timber, nails, tools, other stores and provisions to a specified amount. The young men made every effort to move expeditiously.100

In 1830 the Grahams succeeded in obtaining a land grant after Berry supported their application.101 Berry &

96 Wollstonecraft to Berry 9/9/1830, BP.
97 Wollstonecraft to Berry 4/12/1830, BP.
98 Berry to Wollstonecraft 23/12/1830, BP.
99 List 1 of assigned servants encl. in Berry & Wollstonecraft to Col. Sec. 30/1/1828 28/901, CSIL, Berry and Wollstonecraft Papers re land 1826-39.
100 Wollstonecraft to Berry 31/8/1829, 11/9/1829 & 7/10/1829, BP.
101 Berry to Col. Sec. 5/4/1830 30/2815, CSIL, Register 1830; Berry to Wollstonecraft c 26/6/1830, BP.
Landholdings on Southern Side of Shoalhaven n.d.
Source: Berry Estate v 1 (ML A729), encl. to No. 1.
Wollstonecraft had materially assisted their settlement and Berry considered them lacking in gratitude when one of the brothers told him that they did not thank him for his intervention on their behalf. However, once again Berry & Wollstonecraft's acts had been self-interested. In December 1830 when William Graham sought to clear his debt to the firm Berry called for transfer of 500 acres of Graham's land, alleging that it would be a very poor equivalent for the money. This transfer and changes in placing various grants resulted in the Grahams being hemmed in, without an acre of 'back run' (unalienated Crown land behind a grant) for their cattle and without access by land except through Elyard's holding.

Not surprisingly the Elyards and the Grahams were in later years always prominent amongst Berry's Shoalhaven opponents.

Until 1827, when Alexander Macleay took land at Ulladulla, Berry & Wollstonecraft's settlement constituted 'the Ultima Thule of Botany Bay'. Pioneer settlers of Illawarra had taken up land as far south as the Minamurra River but further expansion southwards was made difficult by an almost impenetrable brush. At the time of settling Berry & Wollstonecraft's nearest neighbour inland was Charles Throsby at Berrima.

From the beginning the two men were obsessed with securing themselves from 'bad neighbours' and given to seeing anyone who wanted to settle near them as ipso facto

102 Berry to Minister for Lands 10/11/1871, Berry Estate (ML A721), No. 198.
103 Berry to David Berry 28/12/1871 p.s., BP.
104 Berry to Wollstonecraft 10/12/1830, BP.
105 Berry to Wollstonecraft 23/12/1830, BP.
106 Berry to Wollstonecraft 6/3/1827, BP.
107 Jervis, loc.cit., 32.
108 A. Berry, Memo. on Tobacco 4/6/[1823], BP.
bad. When Wollstonecraft received a letter of enquiry about land understood to be available he remarked that as a matter of course he would not reply. The partners' correspondence contained unfriendly or suspicious comments about Warham Jemmet Browne until such time as he exchanged his five thousand acre grant for their allotment at Darling Harbour. In later decades Berry and Browne were friends and corresponded after Browne's return to England. Similarly when James Black, a master mariner from Dysart, Fifeshire, took up land in the mid eighteen twenties Berry expressed hostility towards him but after Black gave up the idea of settling and returned to Scotland the two exchanged letters until Black's death. 

Throughout the eighteen twenties Berry & Wollstonecraft were troubled by intruders or would-be-settlers they considered as such. Some of their problems arose from their own aggressive attitude. Captain Richard Brooks of 'Denham Court', Minto, had moved cattle into Kangaroo Valley before 1820. In 1823, apparently without provocation, Berry had Brooks's stockmen informed 'that if I ever found them on this side of the Mountain that I would put them in irons and send them to Sydney'.

Actual trouble was first experienced about 1823 when a son of former Deputy Commissary David Allan drove cattle along a track cut through the brush on Berry's orders, dismissed as 'all damned nonsense' Berry & Wollstonecraft's

109 Wollstonecraft to Berry 30/7/1829, BP.
110 Wollstonecraft to Berry 15/6/1829 & 2/7/1829, BP.
111 Correspondence scattered throughout BP.
112 Berry to Wollstonecraft 12/8/1827. See also Thomas Black to Berry 5/3/1825 and Berry to Wollstonecraft 22/4/1827, BP. Evidence of the later correspondence occurs in remarks in Berry's letters to his brother David.
113 Bayley, History of Shoalhaven, 44-45.
114 Berry to Wollstonecraft 21/10/1823, BP.
claimed northern boundary and for a couple of months contended with their stockmen for use of grazing land before suddenly retreating. Also in October 1823 Henry O'Brien came to Shoalhaven with cattle and over several years looked for land for himself and his brother while denying any intention of staying. By 1826 O'Brien's wish to settle at Shoalhaven was admitted and in the following year he asked Berry and Wollstonecraft to use their influence to help him and his brother obtain grants. For about a year Berry & Wollstonecraft had provided the O'Briens with a steady on-the-spot market for bullocks. As soon as Berry reported his discovery that O'Brien had lied to him and ordered his resident overseer to dissemble Wollstonecraft stopped purchases immediately, reneging on a transaction already agreed upon and leaving O'Brien unable to meet financial obligations undertaken on the strength of the expected proceeds. Wollstonecraft exulted: 'we will make them curse the day they ever attempted to take unfair advantage of us!!'

Far more troublesome was rich emancipist Samuel Terry who in 1824 obtained a ticket of occupation for land on the Shoalhaven fourteen miles above the heads; which meant at Bolong. Despite threats of impounding his cattle and arresting his stockmen Terry had his cattle driven on to Coolangatta, taking advantage of the fact that Berry & Wollstonecraft had no title deed to say that he had as much

115 Berry to Wollstonecraft 31/10/1823, BP.
116 Berry to Wollstonecraft 13/12/1823, BP.
117 Berry to Wollstonecraft 13/10/1823 & 21/10/1823, BP.
118 Berry to Wollstonecraft 18/8/1826, 8/10/1826 & 24/7/1827, BP.
119 Berry Wollstonecraft 12/8/1827, BP.
120 Berry to Wollstonecraft 8/10/1826, Wollstonecraft to Berry 23/8/1827 & 25/8/1827, quoted, BP.
121 David J. Souter to Berry & Wollstonecraft [30/4/1824], Berry to Wollstonecraft 26 & 28/6/1824, BP.
right to use Crown land as anyone else.\textsuperscript{122} Subsequently he considerably increased the number of cattle on Berry & Wollstonecraft's land, intruding on Meroo as well. For some years notices to cease trespassing, threats of impounding and tendering of bills for agistment proved futile.\textsuperscript{123} Surveyor General Oxley, considered to be a friend of Terry, was spoken to twice by Berry and written to officially in attempts to enlist his aid. Oxley proved unsympathetic, telling Berry that he and Wollstonecraft 'must not expect to keep all Shoal Haven to ourselves' and that they had already 'received more than any other settlers whatever'. Oxley offered to send down surveyor McBrien to mark out their boundaries. Berry feared to accept this offer. An immigrant relative of Terry had recently had a grant of 1,200 acres charted as beginning at Berry & Wollstonecraft's boundary and Berry suspected a manoeuvre to shut them in, leaving the rest of Shoalhaven to Terry.\textsuperscript{124} In July 1825 Berry addressed Governor Brisbane on non-issue of the deed to Coolangatta, complaining bitterly of the firm's consequent exposure to trespass and particularly of Terry being able to take possession and set them at defiance.\textsuperscript{125} This led to execution of the grant but Terry continued his trespass for another three years, making repeated promises to remove his cattle but taking no action.\textsuperscript{126}

George Tate, formerly farm manager on Oxley's

\textsuperscript{122} Wollstonecraft to Samuel Adams 30/6/1824, David Souter to Berry & Wollstonecraft 2/8/1824, BP; Berry to Brisbane 30/7/1825, Sir Thomas Brisbane's Letter Book No. 1 (ML A1559-1), 174-175.

\textsuperscript{123} Berry to Wollstonecraft 14/7/1824, 16/10/1824 & 23/7/1835, BP.

\textsuperscript{124} Berry to Wollstonecraft 28/6/1824, 14/7/1824, quoted, BP.

\textsuperscript{125} Berry to Brisbane 30/7/1825, Sir Thomas Brisbane's Letter Book No. 1, 174-175.

\textsuperscript{126} Wollstonecraft to D. Souter 24/1/1826, Wollstonecraft to Samuel Terry 19/4/1828, BP.
'Kirkham' estate, was a trespasser who caused Berry & Wollstonecraft possibly even greater anguish than did Terry.

In April 1827, after being told that Tate said he would drive his cattle wherever he pleased, Wollstonecraft impounded cattle found on Coolangatta. Tate was allowed to remove them after pleading that the trespass had occurred against his wishes and giving assurance that it would not be repeated. Wollstonecraft were informed that Tate sought revenge, holding secret meetings with men in their employ and others permitted to reside at Numba to concoct a plan for injuring them.

In October 1827 Berry & Wollstonecraft were given permission to lease with a view to purchase 2,360 acres adjoining their Numba farm. When they applied for this lease to be located in the desired position they were informed that 640 acres on a one mile river frontage adjoining their western boundary had been selected by a man named Layton who had never been to Shoalhaven but was found to be an intimate acquaintance of Tate and to have previously sold the promise of this grant to him. On the Surveyor General's chart as it stood in mid 1828 Tate appeared as Berry & Wollstonecraft's immediate neighbour with three sections and Layton had been pushed back to the second section in depth from their western boundary: a 'novel arrangement' indicative of Oxley's determination to assist his friend. The land charted to Tate was immediately contiguous to a large swamp which on its eastern side jutted into Berry & Wollstonecraft's cultivated land. Berry & Wollstonecraft told the Colonial Government that they had made considerable progress in draining the swamp 'at very great expence' in 'the fair expectation of being repaid by the contiguous land' but had halted their exertions on finding that benefits resulting from their capital and

Wollstonecraft to Berry 19/4/1827, BP; G.Tate to Wollstonecraft 25/4/1827, Berry & Wollstonecraft to Col. Sec. 28/6/1828 28/5121, CSIL, Berry and Wollstonecraft Papers re land 1826-39.
perseverance would fall to others. Tate must have seen at a glance that they would have to fence extensively to protect their crops from his cattle and calculated that they would be induced to buy him out on his own terms. On the ground of the 'very great hardship' imposed by allowing a man from a distance with no local interest 'to occupy (merely as an annoyance) any vacant spot however distant, which others are improving' they appealed to the Governor to disallow Tate's occupation of the three sections and direct that they be made part of their lease for purchase. Secondly, Tate had, without permission, put cattle on a Church and School Lands Corporation reserve between Bolong and Meroo. He seemed to glory in the injury a buffalo bull did to their efforts to develop a select herd. The Governor was asked to order removal of Tate and his cattle from a neighbourhood 'wherein he possesses no landed property whatever, or other right to such occupation'.

Governor Darling accepted as 'quite conclusive' the report of Surveyor General Mitchell that Berry & Wollstonecraft's complaint was 'totally without foundation'. Wetherman's grant of six hundred acres, purchased by Berry & Wollstonecraft, had been placed where they wanted it, contiguous to their other land and with a mile of river frontage. Layton had already applied for and been charted the site, but as he had not been informed omission of Wetherman's name from the chart was represented as an official error, entirely to accommodate Berry & Wollstonecraft, and Layton told to choose again. Berry & Wollstonecraft's purchased land, with another mile of river frontage, was also contiguous and it included all of the swamp: precisely what they seemed to want. Berry & Wollstonecraft's lands had been charted according to their wishes as Oxley and Mitchell understood them. Mitchell could not see how they could ask for land charted to Tate outside all that to which they had a right. They seemed to 'expect that no one should be located on the Shoal Haven River but themselves'. No 'gross deception' had been

128 Ibid.
practised on the Government as Berry & Wollstonecraft alleged, but Mitchell confessed that

the 'forty parson power' of the Honorable Mr. Berry, employed for some time at the Office, daily, had considerable effect in moving Mr. Oxley, and myself, to comply as far as lay in our power with that Gentleman's views.129

In mid 1829 Wollstonecraft gave public notice that all persons, whether servants or strangers, having cattle on his and Berry's land were to remove them as soon as possible. Herd improvement was prevented while others were permitted to run 'buffalo' with their cattle. At the same time they were providing quality bulls and paying stockmen for the benefit of 'thankless vagabonds'. Worse, by making correct censuses and identification of beasts impossible, mixing of stock had opened the door to 'every species of fraud and thievery'. An excuse had been provided for entry of 'a parcel of thieves & blackguards' on the plea of dealing with those permitted to run cattle with their herd. Their servants were found to have joined neighbours and intruders in depredations on their stock.130 Berry & Wollstonecraft's servants always allowed strangers to pass through their fences and to counter this Wollstonecraft proposed placing a ticket-of-leave man as a constable on their northern boundary at Meroo to turn back all would-be intruders.131 Berry was buoyed by Dr Robert Wardell's success in a recent action for trespass against an individual who attempted to force a road through his Petersham estate, saying 'let us put up our fences & as soon as we have paid our instalments we may bid defiance to all unauthorised people'.132

Soon after issuing his notice Wollstonecraft impounded

130 Wollstonecraft to Berry 20/5/1829, BP.
131 Wollstonecraft to Berry 19/6/1829, BP.
132 Berry to Wollstonecraft 22/6/1829, BP.
twenty-six head of cattle at Meroo and in the month following not a single head was intruded. Persons with business south of the Shoalhaven were given passes to cross Berry & Wollstonecraft's land but Wollstonecraft refused applications from several men who had no land to the south as having no legitimate reason for entry.  

One of those refused was Tate. He persisted in intruding his cattle, either breaking down fences and passing in open defiance of the owners' prohibitions or moving stealthily under cover of night, and turning his beasts loose at Numba where they destroyed Berry & Wollstonecraft's drainage ditches. As the same cattle were repeatedly driven to and fro across their land the partners came to believe that Tate's herd existed primarily to provide cover for driving off their cattle. Berry impounded some of Tate's cattle and issued instructions that every head belonging to Tate found trespassing was to be so dealt with. In January 1830 Wollstonecraft instructed solicitor Norton to commence an action for trespass in preparation for a move to seek revocation of Tate's licence to depasture on Crown land by proving a rumour that he was involved in sheep stealing.

In May 1830 Tate forced entry onto Berry & Wollstonecraft's land by knocking down a locked gate and using firearms to overawe their servants. Berry had no doubt that his and Wollstonecraft's efforts to prevent intrusion would end in the opening of a road across their lands but he sent overseer Cleeve to Wollongong to complain to Police Magistrate Sleeman about Tate's trespass.

---

133 Wollstonecraft to Berry 30/6/1829 & 30/7/1829, BP.
134 Wollstonecraft to Berry 23/8/1829 & 8/6/1830, Berry to Wollstonecraft 3/12/1829 & 18/5/1830, BP.
135 Berry to Wollstonecraft 3/12/1829, BP.
136 Wollstonecraft to Berry 23/1/1830, Berry to Wollstonecraft 18/5/1830, BP.
137 Wollstonecraft to Berry 22/5/[1830], Berry to Wollstonecraft 2/6/1830, BP.
Sleeman refused to intervene in what he deemed to be a civil matter. Certain inhabitants of the Illawarra were making representations to the Government against Berry & Wollstonecraft. An immediate response was necessary. Berry wrote to the Government retailing Tate's aggressions and Sleeman's refusal to act. Governor Darling called upon Sleeman for a report. All of this the Sydney Monitor denounced as 'very improper':

First, Mr. Berry had no right to appeal to the Executive, but to the Supreme Court. Secondly, if he acted so ignorantly himself, the Governor should have known better than to pay attention to him. Would His Excellency, indeed could he, possibly attend to every settler, to every poor settler, who felt aggrieved as to a right of road or other civil disputes? Why then attend to a Member of Council more than to the settlers at large?

Darling had, so this newspaper contended, trespassed upon the independence of the magistracy; but the affair ended harmlessly when he accepted Sleeman's explanation of his decision. Following this travellers took to knocking down Berry & Wollstonecraft's gates and travelling over their land at will. By this time Berry and Wollstonecraft were coming to accept that they were going to have neighbours and might as well encourage men acceptable to themselves.

Berry and Wollstonecraft extended the hospitality to travellers expected in the bush, but they did so with concealed reluctance and constant suspicion that uninvited visitors might be intending settlers. Something of these attitudes shows up in Wollstonecraft's warning to Berry of the impending arrival of Barron Field:

138 Berry to Col. Sec. 8/6/1830 30/4570, CSIL, Register 1830 (letter not located; Berry to Wollstonecraft 12/6/1830, BP; Sydney Monitor, 8 Sep. 1830.

139 Ibid.

140 Berry to Wollstonecraft 2/6/1830, Wollstonecraft to Berry 8/6/1830 & 31/12/1830, BP.
Judge Field called on me yesterday to say that he starts tomorrow on a tour to the Five Islands & intends paying you a visit at Shoal Haven! What the intent of this Journey is I cannot fathom!! Be however on your guard & do not be exhibiting too many of the supposed beauties of your Hobby! He (Field) is once more on intimate & nay suspicious terms with Goulbourn and every degree of Caution both in Conversation & exhibition is therefore requisite! Receive him hospitably but let out as little or rather disguise our views as much as you can! Again he is a friend of Icely, who is extremely anxious to become acquainted with the motives & expectations of our Timber Speculation.  

Berry expressed complete agreement with his partner's views but reported that the Judge 'showed so little curiosity that one might almost have thought that he came down merely to have it to say that he had visited Shoal Haven'. The visit in fact proved a boon to Berry & Wollstonecraft. Field saw little more than the Coolangatta swamps and published a highly unflattering comment on Berry's selection. Berry attributed alleged general ridicule by their friends and acquaintances to this report. In the latter decades of his life he never tired of referring to it as evidence of his own foresight, his labours in transforming the district, the length of time that would be required and the unreasonableness of those who begrudged him the land in its improved state.

The partners' policy was to confine visitors to Coolangatta homestead and land around it and to keep Numba, site of most of their early cultivation and improvements, as much as possible terre incognita. In May 1827 Berry expressed approval that Wollstonecraft was making a number of small improvements at Coolangatta because it would remove the impression justly gained by all strangers 'that

141 Wollstonecraft to Berry 15/9/1823, BP.
142 Berry to Wollstonecraft 21/10/1823, BP. Field's visit was completed before Wollstonecraft's warning letter reached Berry.
143 Field, loc.cit., 467.
144 See the official correspondence recorded in Berry Estate (ML A719- A721); Berry to John Berry 14/9/1839, BP.
we have hitherto done nothing'. 145

James Atkinson, a periodic visitor, was always welcome and so too were gentlemen not intending permanent residence in the Colony. Berry & Wollstonecraft occasionally invited friends to visit, including several who were ill and in need of a change of scene and rest. 146 Officials were viewed differently. Colonial Secretary Macleay or members of his family proceeding to Ulladulla and the likes of Surveyor General Oxley were received with an appearance of bonhomie, but when they chose to pass down the coast without calling in 'so much the better'. 147

Berry wrote in August 1826 that it was a 'great bore' to be pestered by people of the yeoman or upper servant class. He could foresee 'the necessity we will soon have of erecting a sort of Inn at the upper part of our estate'. 148 The less tolerant and forbearing Wollstonecraft inserted an advertisement in the Sydney newspapers reading:

Messrs. Berry and Wollstonecraft, to obviate an apparently prevalent Mistake, do hereby give Notice, that they have not opened a Public Tavern at their Dwelling at Shoal-haven; and further, that they have no Intention, for the present, of making it a House of Call for Cattle Jobbers, Land Seekers, or other authorised Bushrangers. 149

While both partners wished to prevent settlement of neighbours and avoid having uninvited visitors Wollstonecraft was clearly the driving force behind efforts

145 Berry to Wollstonecraft 14/5/1827, BP.
146 Wollstonecraft to Berry 23/1/1830 & 14/10/1830, Berry to Wollstonecraft 10/10/1830, BP.
147 Berry to Wollstonecraft 14/5/1827, BP.
148 Berry to Wollstonecraft 25/8/1826, BP.
149 SG and Australian, 20 Sep. 1826. This was less idiosyncratic than might now appear. An unsigned advert. in the SG, 28 Nov. 1825 had drawn attention to the existence of two inns in Newcastle, so there was no Occasion for private Individuals to be annoyed by those Spungers, who are in the habit of living upon their Acquaintances, without receiving any Invitation.
to exclude potential rivals and lock up the land. At times he had to contend with vacillation, inconsistency or weakening of resolve on Berry's part. For example, in 1826 Berry wrote that Terry should certainly not be allowed to take his trespassing cattle away without paying agistment, then worth £500 at the standard rate. Inconsistently, he added immediately that he would willingly settle for the handing over of twenty bullocks. 150 Within a week he was writing again suggesting they offer Terry £7 currency each for forty or fifty of the intruded bullocks. 151 In July 1829 Wollstonecraft wrote of his dread that Berry was 'sinking into apathy, or at least want of energy, when energy is most wanted' to combat Elyard and Tate and exhorted him to fight all such cases to the very end, not giving up on any point until it was irretrievably lost. 152

As with other aspects of his career in New South Wales Berry led a more peaceful and less emotionally charged life after the death of Wollstonecraft. In part this was a matter of temperament. The problems of trespass, cattle duffing and other larcenies were never solved in Berry's lifetime. 153 Intrusions and thefts continued to anger him and he exhorted his agents to greater effort to prevent them, but he was never moved to expressions of rage or forceful responses characteristic of Wollstonecraft. He tended to accept losses with unhappy resignation. The struggle to exclude rivals for land was solved to some extent by loss of some of the better areas to other grantees in the eighteen-twenties. Perhaps more important the ending of alienation of Crown land by grant and Berry's capacity to outbid rivals for land which he wanted. On rare occasions when he either could not or did not want to buy Berry might bluster privately about what he would do should

150 Berry to Wollstonecraft 25/8/1826, BP.
151 Berry to Wollstonecraft 31/8/1826, BP.
152 Wollstonecraft to Berry 29/7/1829, BP
153 These problems are discussed at various points below.
the purchaser prove a troublesome neighbour,¹⁵⁴ but no instance has been found of his actually taking action. He professed to feel that the strenuous efforts he and Wollstonecraft had made to prevent anyone else coming near had been counter-productive in that it created 'quite a delusion' that the land which they had protected so jealously was particularly desirable.¹⁵⁵ Nevertheless, at the same time he warned his brother John that 'we must keep our distance from new neighbours'.¹⁵⁶

¹⁵⁴ See e.g. Berry to John Berry 1/5/1842, BP.
¹⁵⁵ Berry to John Berry 17/4/1840, BP.
¹⁵⁶ Berry to John Berry 29/4/1840, BP.