Aspects of the career of Alexander Berry, 1781-1873

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Chapter 9

LANDLORD

In 1848 David Berry began letting out twenty acre plots of alluvial land on clearing leases. The tenant undertook to clear and fence in lieu of rent by expiry of the lease after two to five years. After a year or so's experience under this system Berry told him to give leases only to sober, industrious men, with no one receiving more than he could fairly manage: ten or twelve acres, unless he had a son of an age to help. If a man thrrove on what he first received he might be allowed as many acres as he could manage. In 1851 David was instructed to express the value of clearing in monetary terms to allow tenants to qualify for the vote.

Once cleared the land was let on the halves principle. The landlord provided land, seed, animals and tools and took half the produce. This was familiar to the Berrys as the 'steelbow' system under which their father held his tenancies. In the mid eighteen sixties Berry expressed himself 'rather averse' to it from the frequency with which tenants cheated by hiding the extent of their production. His solicitor found difficulty in devising some form of agreement which would prevent this. The letting of small farms on large estates had mutual advantage in opportunities for tenants to supplement their incomes by working on the estate for wages while they in turn were a source of regular or seasonal labour for the proprietor.

1 Berry to David Berry 26/6/1848, BP; William A. Bayley, History of Shoalhaven, Nowra 1965, 43.
2 Berry to David Berry 29/9/1851, BP.
3 Berry, Memorandum [marked in pencil 1864?], BP. See for one exposed attempt at cheating Berry to David Berry 10/3/1871, BP.
4 Berry to David Berry 8/2/1870, BP.
With no prospect of obtaining an adequate hired labour force Berry from 1849 repeatedly urged his brother to let as much land as possible. A number of other proprietors of large estates with land suitable for agriculture or dairying were responding to the labour shortage in the same way, so there was competition for tenants. In March 1850 David was told to make out all leases in his own name as he was the man on the spot. Somewhat characteristically, Berry referred in his correspondence with his brother to 'your tenants', especially if there was some complaint to be made about them, but to others or when there was credit to be claimed the same people became 'my tenants'.

By 1850 David had thirty-six tenants who with their families numbered 145 compared with 222 for hired hands and their families. In 1851 sixty tenants occupied 1,400 acres and by April of that year the tenant population outnumbered the employee population 238 to 236. With the gold rushes leasing came to a temporary halt. For eighteen months there was not one application. In 1852 the lands between Numba and Terara were taken up. Pyree (then known as Swamp Paddock) and Upper Numba (The Clear Ground) were converted from a sheep run into agricultural  

5 Berry to David Berry 29/11/1849, 19/10/1850, 19/2/1851, 16 & 30/10/1851, 6/11/1851 & 1/3/1852, BP.  
7 Berry to David and William Berry 7/3/1850, BP.  
8 Berry to David Berry 28/4/1851 & 15/8/1854, Charles Innes to Berry 20/12/1851, BP; M.D.Stephen, 'Berry, David (1795-1889)', *ADB*, v 3, 150.  
9 Berry to W.Jemmett Browne 27/12/1853, BP.
farms. Land on the north bank of the river at Bolong was also leased about this time. In 1854 the tenant population rose to 270.

In August 1855 the Sydney Morning Herald commented that while the Shoalhaven had long been kept in the background by Berry's disinclination to let or sell his lands

This disinclination is now passing away and a liberal and free letting of land is now taking place. The splendid estate of Messrs Berry ... is being divided into comfortable sized farms, and the forest and bush are fast falling in all directions before the improving hand of man, houses are erecting in all directions and the lucky tenants of the land clearing and fencing.

In 1863 nearly 300 tenants held 8,650 acres, or about one-sixth of the estate, at an average of just under thirty acres per tenant, for a nominal annual rental totalling approximately £6,000. There were then many tenants west of Broughton Creek and at Bomaderry, Good Dog (Cambewarra) and Jaspers Creek as well as on the Numba side and at Gerringong. Berry could not understand David's thinking in letting out poor areas when they had good land they could not use productively.

By the beginning of 1867 Shoalhaven was in the grip of severe drought. By mid March everyone on the Berry estate south of the river was obliged to go to Greenwell Point for drinking water. This drought, a flood in

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11 'Coolangatta Estate, Shoalhaven', unidentified newspaper cutting, BP.
12 25 Aug. 1855. It has been noticed above that Berry had been trying to let land at Shoalhaven since at least as early as 1835.
13 Berry to David Berry 15/7/1863, BP.
14 Berry to David Berry 24/8/1865, BP.
15 Berry to David Berry 27/5/1863, BP.
April which ended the drought, very poor returns for produce for the previous two years and the chance for ownership of land combined to promote an exodus of small farmers from Shoalhaven, and particularly from Bolong, to the Richmond River district. By March 1867 no fewer than twenty-four farmers had left Bolong in a short period and subsequently more followed - some of them residents of long standing. A journalist represented these departures as in part an escape from the effects the 'Incubus' (Alexander Berry) 'on their honest upright endeavours'.

Removals to the northern rivers continued for some years but for the Berry estate the reversal in numbers was only temporary.

In 1871 310 tenants held 9,574 acres on leases averaging thirty acres, with the majority below that size. Rent was paid variously in cash, kind or labour, with unpaid rents then totalling £2,095. Of the tenants 116 were Irish, 96 English, 86 Scots and 12 foreigners. In religion 95 identified as Church of England, 91 as Roman Catholic, 90 as Presbyterian and 34 as Wesleyan.

Scots and Presbyterians were still present in much higher proportions than in the community in general. In June 1872 Berry put the number of tenants at 'about 400'.

Harsh terms for leases contributed materially to tenants' difficulties in paying rent and developing the estate in a manner satisfactory to Alexander.

In 1852 land steward Charles Innes informed Berry that the terms of David's clearing leases were too hard. Innes had himself held land on a nine-year clearing lease without payment of rent other than his labour. Berry

16 IM, 22 & 25 Jan, 1 & 15 Mar. 1867.
17 Ibid., 11 Jan., 1 & 8 Mar. & 23 April 1867, quoted 8 Mar.
18 Shoalhaven Estate Tenant List and yearly returns 1864-1871, Berry to David Berry 17/8/1871, BP.
19 Berry to Hamilton Hume 25/6/1872, BP.
replied that he would rather give the land away than consent to such terms. In 1859 the Berries were letting scrub land on condition of clearing, fencing and paying a rent of 20s or 25s an acre on a lease of only four years. In 1864 David was giving clearing leases for fifty to sixty acres at an annual rental of 20s per acre. Alexander realised that a lease of that size could only be taken for grazing and believed that very few tenants had any intention of paying such a rent. It would be far better policy to let farms on more realistic rents, in this case 1s per acre, and to enforce payment. Their grass was being consumed and in all probability their cattle stolen without return. By August 1872 he was calling on David to cease letting land on clearing leases. It was ecologically disastrous to continue clearing and 'a great pity now to destroy so much fine timber' when they derived no profit from doing so and the timber would soon be more valuable than the land.

Periodically tenants complained to Berry that the farms let were too small for them to feed their families and in 1864 his trusted steward Henry Gordon Morton wrote that agriculture on the estate could only be improved by 'getting rid or quit of the more indolent & unfaithful of the Tenantry - Their farms increased - leases extended and a proper rotation of Crops enforced'. Berry recognised that farms were too small

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20 Berry to David Berry n.d. [c 19/7/1852] & 25/10/1852, BP.


22 [Berry to David Berry] 5/9/1864, BP.

23 Berry to David Berry 22/8/1872 quoted & 26/8/1872, BP.

24 Berry to David Berry 6/5/1873, BP.

25 Letters, BP.

26 [Berry to David Berry] 5/9/1864, BP.
and the need for changes recommended by Morton but apart from expressing his opinion did nothing to correct the situation. Tenants on holdings too small to permit diversification and crop rotation were forced to continue planting high yield crops such as potatoes without adequate means of manuring the soil.

In a short work published in 1871 Judge Alfred McFarland noted that disadvantages commonly experienced by tenant farmers in the Illawarra–Shoalhaven region were reluctance of proprietors to allow anything approaching fixity of tenure and unwillingness to allow offsets against rent for improvements. Berry wanted to impose both disadvantages on his tenants. He was reluctant to give leases for more than seven years lest they prove an impediment to sale of the estate. Although David was given to allowing for improvements Berry strongly and repeatedly objected, seeing claims for improvements as a device for cheating.

In the early days of leasing Berry warned his brother against giving tenants possession without a written lease for to do so would put a tenant in the stronger position in any dispute, not to allow tenants to sublet, or to get into debt to him and to be on guard against those who defaulted on conditions of their leases, particularly if they were Scots. There is no

27 Berry to David Berry 5/9/1864 & 28/12/1869, BP.
29 Berry to David Berry 29/12/1863, BP.
30 Berry to David Berry 1/4/1869, 27/5/1869, 19/7/1872, 29/3/1873 & 6/5/1873, BP.
31 Berry to David Berry 4/4/1850 & 28/10/1850, BP.
32 Berry to David Berry 5/11/1849 & 3/9/1850, BP.
33 Berry to David Berry 19/9/1850, also Berry to William Berry 2/9/1849, BP.
34 Berry to David Berry 30/10/1851, BP.
evidence of any problem with subletting but in every other respect David ignored his brother's directions, thereby bringing endless difficulties upon them.

Alexander was given to blaming underlings for the deficiencies of David's administration and to taking David's part in his disputes with tenants even when from reports of evidence in formal hearings it is clear that David was at fault. In November 1850 Charles Innes was appointed land steward to handle tenancy matters. For two and half years Berry complained of his idleness and inefficiency.\(^35\) Finally, in July 1853, Innes felt compelled to answer the criticism. He stated that he had not been supplied with a ledger until fifteen months after entering on duty and had not been given a map or chart. He had asked David 'time without number' for the leases. From want of necessary information great delay occurred in making out leases. There was greater delay in getting them signed. David received payments of rent and Innes was unable to get the relevant information from him or tell tenants wanting to pay arrears how much they owed. He was driven to trying to make up the books by the objectionable method of asking tenants to show their receipts. Innes asked Berry to allow him to do his duty by giving him sole control in matters where he had responsibility and to make a personal investigation of the state of his affairs at Shoalhaven to satisfy himself of the truth of this defence.\(^36\) The letter was respectful and its petition entirely reasonable. Berry made no move to enquire. He was nettled by what he considered Innes's effrontery in asking to have control and by his friendship with Dr George Underwood Alley, one of the most influential and persistent of Berry's critics. He terminated Innes's employment.\(^37\) Not surprisingly Berry

\(^{35}\) Berry to David Berry, numerous letters from 28/11/1850 to 25/7/1853, Berry to C.C.Innes 9/12/1852, BP.

\(^{36}\) Charles C.Innes to Berry 27/7/1853, BP.

\(^{37}\) Berry to David Berry 4 & 5/8/1854, 11/9/1859, BP.
was staggered when in September 1859 David wanted to re-employ Innes, writing of him in favourable terms.\(^{38}\) Berry was annoyed in 1857 when Innes's successor Morton failed to send up an accurate list of tenants after long notice that it was required but still refused to face the fact that the source of the problem was David's disorganisation.\(^{39}\)

Despite Berry's instruction, it was found in mid 1853 that not one of the tenants had a written lease.\(^{40}\) The problems which Berry foresaw from the want of any definite statement of rights and obligations duly eventuated. A lawsuit in 1855-1856 involving tenant Stapleton went as far as the full bench of the Supreme Court and cost Berry a large sum in law expenses as well as other losses.\(^{41}\) Dr Andrew Aldcorn was allowed by David to take possession of a farm of just over two hundred acres six months before making a written offer to lease for £200 per annum, which offer was refused. In 1857 Berry considered that Aldcorn owed £600 in unpaid rent but because of the weakness of his position from want of a lease he offered to forego the rent and pay Aldcorn £200 if he would vacate after taking off his crop. When Aldcorn resorted to extortion by demanding £300 to go Berry allowed the matter to go to law and won.\(^{42}\) These

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\(^{38}\) Berry to David Berry 14/9/1859 & 28/9/1859, quoted, BP. Innes is not mentioned in the BP after Sep. 1859 except in Berry to David Berry 5/10/1870 concerning an unsuccessful bid then to be reemployed.

\(^{39}\) Berry to David Berry 3/4/1857, 24/9/1857 & 8/10/1857, BP.

\(^{40}\) Berry to David Berry 25/7/1853, BP.

\(^{41}\) Berry to David Berry 24/ & 26/10/1855, 24/9/1856, 3/11/1856, 22 & 24/12/1856, 3/7/1862, BP; \textit{SMH}, 31 Oct. 1856, report on Supreme Court proceedings. John Stapleton had a clearing lease at Gerringong.

\(^{42}\) Berry to David Berry 2 & 25/8/1857, 26/3/1858, 5 & 17/5/1858, Andrew Aldcorn to Berry 2/11/1857, Berry to Aldcorn 6/11/1857, BP.
were only the most serious cases in which the Berrys were disadvantaged by lack of written leases.43

David neither learnt from these experiences nor heeded his brother's oft repeated pleas through the years. In desperation in 1860 Berry had lease forms printed in Sydney so that David had only to fill in blank spaces for particulars44 but in 1862-1863 was still receiving complaints from tenants concerned about their inability to extract formal leases.45 In another serious tenancy matter, the Hay case in 1862, David was found to have drawn up a very inadequate form of lease.46 When he died in 1889 after forty years as landlord one of the major problems confronting his executors was the large number of tenancies not covered by written agreement.47

The smallness of farms, richness of the soil and availability of water transport all contributed to making Shoalhaven the principal source of potatoes for the Sydney market from the early eighteen fifties. In 1852 only 3,700 acres in New South Wales were sown with potatoes48 but by 1855 the area had grown to 9,400 acres which Berry estimated included between 2,000 and 3,000 acres of the Berry estate.49 This rapid increase in production brought a corresponding fall in prices. The

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43 See for example Berry to David Berry 26 & 29/5/1854 where solicitor Barker thought the want of a written agreement prevented David from acting against a particular tenant.

44 Berry to David Berry 7/12/1860, BP.

45 Berry to David Berry 25/6/1862 & 23/9/1863, BP.

46 Berry to David Berry 28/6/1862 to 11/8/1862, BP; IM, 4 July 1862, report of trial.

47 John Hay and James Norton to Principal James Donaldson 2/6/1894, in Minute Book University Court No. 3, University of St Andrews (U St A UY 505/3), 186.

48 SMH, 22 Sep. 1856.

49 Berry to David Berry 22/9/1856, BP.
potato farmer had to find seed and pay relatively dearly for rent, labour and freight, and sometimes returns did not pay the freight. Crops were lost whenever the ground was soaked by rain or, increasingly, by floods and this invariably resulted in appeals to David Berry to reduce or remit rent. Alexander Berry opposed growing potatoes for commercial purposes at Numba because 'Scotchies do not understand them'. The Irish did and it was undoubtedly the suitability of the district for potatoes which brought so many poor Irishmen in search of tenancies, with a transforming effect on the demography of the area.

In the early years potatoes grown by the Berrys' tenants were the best in the Sydney market but by the early eighteen sixties had degenerated to the point where they were not even as good as those grown by the estate's hired hands. Berry was very critical of the tenants as 'idle' people careless in their farming and objected to reliance on so perishable a crop. From the early eighteen sixties with floods an increasing problem potato production declined and dairying using cattle descended from the estate's Jindyandy herd became increasingly the major occupation and source of income for tenants.

Berry offered tenants considerable assistance in getting produce to market. In June 1851 he told David that he wanted tenants charged ten per cent less for freight on produce sent up by the small sailing ship he

50 IM, 7 July 1856, letter from 'Wait a Little Longer'.
51 Berry to David Berry 5/2/1852, BP.
52 Berry to David Berry 26/5/1862, reporting W.G.Mathew's remarks.
53 Berry to David Berry 23/1/1864, BP.
54 Berry to David Berry 6/2/1871, BP.
55 Frank McCaffrey, First Century of Dairying in New South Wales, Sydney 1909, 86.
maintained for the service of the estate than they could obtain from competitors. At all stages Berry marketed produce so consigned and remitted proceeds free of agents' charges which tenants were otherwise obliged to pay. Even so by April 1852, when there were no fewer than twenty-five vessels constantly employed on the Shoalhaven - Sydney run, very little tenant produce came to Berry's ship the Porpoise - no doubt in part a consequence of its slowness in conveying perishable cargoes. This was in large measure another consequence of David's inept management for over the whole period Berry's letters contain complaints of David's failure to see to a speedy turnaround. He noted in 1856 that another sailing vessel on the Shoalhaven - Sydney run made four or five trips for every one by the Porpoise. Because of inefficiency some voyages cost more than was made on the cargo.

In 1854 a steamship company began twice-weekly services with the SS Nora Creina using wharf facilities at Greenwell Point provided by Berry. Freights charged by the steamer were always of concern. For example, in May 1863 freight on a package was 16s whereas it was only 7s by sailing craft. By the eighteen sixties the Berry estate no longer produced enough through its hired hands to keep a vessel employed but Berry continued to run one, from 1861 the Gimbola, to prevent rates being raised unduly to the tenants' disadvantage. However, in 1865 Berry himself wrote that when prices were good or David had produce ready for marketing early 'it is better to

56 Berry to David Berry 27/6/1851, BP.
57 Berry to David Berry 12/4/1852, BP.
58 Berry to David Berry 24 & 26/9/1856, BP.
59 Berry to David Berry 5/5/1851, BP.
60 Berry discusses outcomes periodically in his letters to David.
61 IM, 12 May 1863, letter from 'A Resident'. 
send cargo by the Steamer instead of sleepy sailing craft'.

As David provided the tenants with bags for sending produce to market Berry considered them under a moral obligation to use the Gimbola whereas they seemed to think they conferred a favour by sending anything by her. Despite this view of right conduct he had come to realise that his was the last vessel that most would want to use. It was human nature that as tenants on halves they would be reluctant to allow the Berrys accurate knowledge of what they marketed.

Flooding so reduced the value of leasehold property that by the end of 1860 neither David Berry nor H.G.Morton knew what should be asked for farms the leases of which were about to expire. Morton suggested letting the tenants value the farms by calling tenders. Floods of greater or lesser seriousness occurred at regular intervals from 1860 until the end of Berry's life. The only compensation for their devastation was the thought that the regular alluvial topdressings, which markedly raised the level of the land, were preserving the fertility of soil which would soon have been exhausted by the reckless form of agriculture pursued.

As the flooding became more frequent and more serious tenants suffered losses which made it impossible for them to pay their rent and they took to asking David for remission for six or twelve months. These applica—
tions were generally supported by the *Illawarra Mercury*, which gave David credit for being a forbearing landlord. Alexander grumbled that it would be better for him to sell out than to give up all income from the rented lands for such periods, but there was really no alternative and he acquiesced in David's concessions. It was, after all, a Christian landowner's duty to succour tenants in a time of need. At a testimonial dinner tendered in April 1863 by the tenants to the Berry brothers Morton from the chair asked the large number present whether their landlord had ever harrassed the poor, taken advantage of any one in distress, failed to give help when it was needed or attempted to interfere with their religious opinions. The reply was a thunderous 'No'. Berry in his speech on this occasion said

The only thing that makes it, in my opinion, worth while to be a person possessed of landed property is this, that the possessor of such property has it in his power to make people happy.

This was a somewhat precious remark made with an eye to the occasion. No doubt the audience felt that the people made most happy by possession of such a landed property were the Berrys themselves. But, as the tenants and the press acknowledged at that time, Alexander could have been far richer than he was had he chosen another course.

Berry was, however, a true Scot in his attitude that relief was something properly accepted only in extremity. After a serious flood in 1864 he wrote of his regret at finding that the people of Shoalhaven, including many tenants, had made beggarly mendicants of themselves by accepting donations of money, clothes and other items

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68 See e.g. *IM*, 7 May & 2 July 1867.
69 Berry to David Berry 1/8/1870, BP.
collected by flood relief committees in Sydney and locally, whether they needed such charity or not. He told approvingly the story of a Scots carrier who when he broke his arm had sufficient pride to refuse a minister's offer of aid from the poor box because he still had eighteenpence and the skin of his horse. Stories such as this of sturdy independence in adversity were something in which eighteenth and early nineteenth century Scots took pride. Berry's remarks in general reveal his belief that his tenants needed more of this spirit.

On the initiative of H.G. Morton a meeting of tenants on 30 July 1863 formed an agricultural association to encourage improved farming 'through the creation of a spirit of friendly competition and rivalry'. It aroused dissatisfaction amongst other residents of Shoalhaven that this movement was confined to the Berry estate. Feelings were somewhat mollified when the rules of Morton's association were published and it was found that while membership was confined to tenants intended shows and ploughing matches were to be open to all comers. David Berry became president and Morton, the effective

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71 IM, 15 & 25 July 1864, 26 Aug. 1864; Berry to David Berry 29/8/1864, BP.
72 Similar anecdotes are quite common in Scottish writings on the period. The country was then so poor and relief through the poor fund of the Church so limited that unnecessary acceptance of money might result in none being available to assist someone else in dire need.
73 IM, 4 Aug. 1863 & 22 Jan. 1864. Early in 1849 Berry had asked his brothers to join an agricultural society formed at Kiama 'for the sake of appearances': Berry to David Berry 11/1/1849, BP. An apparently short-lived Shoalhaven Agricultural Society had held a show and ploughing match in 1855: Empire, 3 Feb. 1855.
74 IM, 21 Aug. 1863.
75 Ibid., 22 Jan. 1864.
head, vice-president of the Shoalhaven Estate Agricultural Association. Berry accepted an invitation to become patron. He ordered the *Journal of Agriculture* and the *Journal of the Royal Agricultural Society* for the Association and suggested that members pay a small sum annually to buy books for a lending library.76

Most of the exhibitors at the Society's first show at Numba on 29 March 1864 were Berry tenants and the *Illawarra Mercury* again called for extension of so beneficial an undertaking to the whole community.77

About two hundred tenants had enrolled as members but on the plea of failure of the wheat crop and low state of the market quite a number failed to pay their subscriptions. Although the costs of the show had been met the balance in hand was £13 below what was needed to pay prizes advertised for a forthcoming ploughing match. Berry was annoyed by an application to him as patron to make up the deficiency because the tenants were presenting themselves as paupers and if they could not pay their subscriptions they could not pay his rent. Nevertheless, he agreed that if defaulters paid their subscription he would allow it as a deduction from rent. 78 Again in February 1865 Morton wrote to Berry in rather contradictory terms that despite its successful start the Society was in danger of falling to the ground because many of the members were unable to pay the annual subscription and most were incapable of appreciating the benefits they would ultimately obtain from supporting it. He appealed to Berry for financial assistance to keep it in existence.79 Berry remarked sourly: 'I suppose the tenants wish me to give them premiums for bad farming -

76 Berry to David Berry 9 & 15/10/1863, BP.
77 *IM*, 5 April 1864.
78 Berry, untitled and undated memo re letter from John Bindon (Secretary of the Society), BP.
79 Henry G.Morton to Berry 15/2/1865, copy, BP.
for scratching the surface - and cultivating weeds'.

Although there is no record of it, it seems that he must have again come to the rescue.

The second show, held on 11 April 1865 was a decided improvement on the first with people from beyond the estate enjoying the festivities and competitions. The following year 'a great assembly of people' from all parts of Illawarra as well as Shoalhaven attended the third show at Broughton Creek. The Shoalhaven Estate Agricultural Society continued to hold these events successfully until it merged into the broader Shoalhaven Pastoral, Agricultural and Horticultural Association, formation of which was announced in the Shoalhaven News of 6 March 1869.

Alexander Berry had a very poor opinion of the tenants, believing that there were only a few good men among them and that in general they were incompetent or careless farmers, thieves, drunkards, evaders of their financial obligations and, too often 'Langonians': political supporters of John Dunmore Lang, the Colony's foremost proponent of settlement on the yeoman principle. Berry was not alone in his negative opinion. Morton, a good friend to the tenants and much respected by them, told Berry's clerk 'Quilp' Mathews in May 1871 that they were all liars and schemers.

Berry said that on the whole it was 'a wretched concern to depend upon small tenants' for they always

80 Berry to David Berry 17/2/1865, BP.
81 Ibid., 4 April 1865.
82 Ibid., 6 Mar. 1866, from Kiama Independent, 1 Mar. 1866. See also IM, 3 July 1866 for ploughing matches at Broughton Creek.
83 McCaffrey, op.cit., 86; Bayley, op.cit., 62.
84 See e.g. Berry to David Berry 28/1/1861, 30/12/1869 & 19/8/1870, BP.
85 Berry to David Berry 29/5/1871, BP.
pleaded poverty and under the cover of that excuse cheated their landlords. It was this which ruined the landlords of Ireland and the north of Scotland. Other large New South Wales landowners who had leased to tenants, such as the Macarths at Camden and T.S.Mort at Bodalla, tired of the continual struggle to obtain their rents and in the eighteen sixties and seventies resumed working their land with wage labour. Berry continued leasing because the unprofitability of the agricultural and dairying operations conducted by the wage staff reduced him to despair and a desire to lease also the land used for those purposes, and because local government rates could be made to fall on tenants rather than the landlord.

Berry complained over the years that 'our rents are only paid in promises', that the tenants thought they did him and David a favour if they paid even a small part of their rent, that it was impossible to carry on unless they paid more regularly and that if they did not he and David would be better off without them. Despite their derelictions the tenants continued to demand expensive benefits such as drainage works and new

86 Berry to David Berry 24/5/1864 & 20/2/1865, quoted, BP.
88 Berry to David Berry 20/3/1854, 16/4/1862, BP.
89 Berry to David Berry 6/9/1859, BP.
90 Berry to David Berry 20/4/1864, BP.
91 Berry to David Berry 12/3/1869, BP.
92 Berry to David Berry 24/2/1869, BP.
93 Berry to David Berry 11/9/1857, 13/1/1859, 1/5/1862, BP.
roads. In 1862, at the height of the 'Shoalhaven Incubus' affair and the public campaign against him as a land monopolist and oppressive landlord, Berry wrote that he thought of putting others in his shoes by selling in small farms with all the arrears of rent the land leased out at Gerringong to tenants who could be ordered off for non-payment of rent.

Berry was constantly complaining of David's weakness in dealing with tenants. In typical comments Alexander told David in 1858: 'you are good for nothing - all the blackguards trample on you' and in 1862: 'You have totally impoverished me by your simplicity & kind feelings to ruffians'. David Berry was generally acknowledged to be an easy mark for a hard luck story. At the beginning of 1860 a Shoalhaven storekeeper told Berry that many of the tenants did not think it necessary to pay rent because he was so lenient. This received tacit confirmation from the fact that while terms of leases required payment of rent in wheat at the end of a tenancy very few tenants even sowed wheat. In September 1864 when David made out a new list of rents with reductions all round he remitted everything then owed in arrears, without drawing this to Alexander's attention. As a Sydney businessman remarked, David's injudicious leniency was damaging not only to the Berrys but also to honest tenants who paid their rent. It would have been fairer to have lowered the rents for all tenants and then to

94 Berry to David Berry 24/2/1869, 19/3/1873, BP. There are many letters in the BP concerning particular works.

95 See Chaps 14 and 15 below.

96 Berry to David Berry 1/5/1862, BP.

97 Berry to David Berry 22/1/1858 p.s., BP.

98 Berry to David Berry 3/7/1862, BP.

99 Berry to David Berry 4/1/1860, BP.

100 [Berry to David Berry] 5/9/1860, BP.
enforce collection rigidly, as did other landlords.  

Berry agreed with his brother that in bad times it was best to take grain at a higher price than tenants could obtain in Sydney in order to get in some rent.  

David made a regular practice of allowing more than the price obtained after deduction of expenses, thereby discounting rents on a continuing basis. At any time grain taken as rent appears to have been disappointing. In 1857 the tenants' wheat was so poorly cleaned that no respectable miller would buy it and it had to be sold on credit, with some risk of non-payment, at a comparatively low price. In 1870 a miller reported that five bags of wheat yielded sixteen pounds of rat dung and dirt.

Periodically Berry called on his brother to take measures to collect rent owing. On rare occasions, apparently confined to the latter end of the period, tenants were prosecuted. A handful of tenants went bankrupt or left the district with rent unpaid. The usual result was for tenants to be left on their farms without any firm action being taken although they were well in arrears or their rent entirely unpaid. In one incident reported in the press a tenant went to David and asked for a reduction in his rent although as David pointed out he had not yet paid a farthing after five years. At Berry's death in September 1873 when his

101 Berry to David Berry 20/2/1865, BP.
102 Berry to David Berry 3/4/1857 & 26/5/1862, BP.
103 Berry to David Berry 11/2/1869, BP.
104 Berry to David Berry 25/12/1857, BP.
105 Berry to David Berry 19/8/1870, BP.
106 IM, 9 July 1869; Berry to David Berry 28/12/1869 & 3/1/1870, BP.
107 See for example Berry to David Berry 24/1/1853 & 20/5/1857, BP. One absconding tenant added insult to injury by having his possessions brought up to Sydney in Berry's ship.
108 Berry to David Berry 3/8/1869, BP.
nominal annual rental income was £7,827 0s 9d\textsuperscript{109} he was owed £5,118 5s 1d in unpaid rent.\textsuperscript{110} Towards the end of his life when the estate was not paying its expenses and he was sinking steadily into debt Berry was given to saying that he and David were merely stewards for their tenants.\textsuperscript{111} On one occasion he remarked that when he sold his land 'none of the residents of Shoalhaven will find it for their benefit - and the tenants have no reason to expect another landlord equally lenient'.\textsuperscript{112} David Berry was able to become a bye word for landlord leniency only because Alexander chose - despite his endless criticism, complaints, and instructions he knew would be ignored - to condone what he did. Berry was disgusted that with the tenants it was all take and no give, remarking on one occasion to David that they 'would not even allow you to take a single pumpkin from the land on halves when you had a stranger in the house'.\textsuperscript{113}

As well as assistance in marketing their produce and forbearance over payment of rent Berry assisted his tenants by providing roads, river ferries, a village with public buildings, schools for the children and assistance to churches and clergymen. He provided for the widows and children of deceased tenants. He considered himself an exemplary landlord. His conduct was in stark contrast to his treatment of convicts in the early days and important for rehabilitation of his self-image.

Nevertheless, the Berry brothers, especially the absentee Alexander, were highly unpopular at Shoalhaven,

\textsuperscript{109} Summary account of the real Estate Belonging to the late Alexander Berry esqre on 17 September 1873, BP.

\textsuperscript{110} Total amount of Personal property belonging to the late Alexander Berry 17 September 1873, BP.

\textsuperscript{111} Berry to David Berry 2/3/1869, 28/2/1871, Berry to Dr McNamara 6/6/1872, BP.

\textsuperscript{112} Berry to David Berry 18/3/1864, BP.

\textsuperscript{113} Berry to David Berry 7/6/1872, BP.
as was demonstrated by the tenor of the local press and strong support amongst tenants for Berry's political opponents.

Landlordism *per se* was in such disrepute with the majority that to a considerable degree the Berrys' performance as landlords was irrelevant but tenants had reason to see them as grasping and unconcerned.

Berry knew full well that tenant difficulty and discontent were caused by farms being too small, leases too short, letting on halves and capricious exaction of rent set too high, yet he did nothing about remedying the situation. Men of small means came to Australia aspiring, as Berry himself had done, to own the land they worked. Those forced into tenancy strongly resented having to pay as rent so much of the fruits of their labours to a proprietor whose rights seemed to derive only from being early enough into the district to obtain the gift of substantial land grants. They resented his capacity to buy up such land as came on to the market, the subservience forced on a man who had no secure hold on his home or livelihood and the expectation that they would vote as Berry directed. They wanted to be freeholders paying rates to fund services Berry took credit for paying for from their rents. Berry's conviction of the need for a landed aristocracy to provide leadership and stability for society left him without sympathy for the aspirations of the poor. He seemed unable to understand why any man without capital would want, especially if he had a family, to surrender amenities offered by the estate to scrabble a living in the bush on a small plot of his own. In his eyes popular desire for the division of his land into freehold farms was a manifestation of envy.114

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