



ASPECTS OF THE HISTORY
of
THE SOUTH AUSTRALIAN COMPANY

- THE FIRST DECADE -

A THESIS

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CHAPTER I

- (1) The formation of the Company and the preparation of the first expedition.
- (2) The bases of settlement.

(1)

THE ORIGIN OF THE SOUTH AUSTRALIAN COMPANY



Beginning with a proposal submitted to the Colonial Office by a Major Bacon in February 1831 (1) several schemes were devised by parties interested in promoting settlement in South Australia through the medium of private enterprise - more specifically, by means of a Chartered Joint Stock Land Company. These and other early proposals, arising partly from a disinterested desire to test the current theories of the Wakefield party on land settlement, partly from philanthropic motives, but largely from considerations of private profit, all failed to secure any immediate results - due mainly to Governmental diffidence. Little headway was made against official opposition until 1834 when the South Australian Association, formed late in the previous year by the efforts of Wakefield and his co-theorists, succeeded in persuading the Government of the day to pass a Bill enabling negotiations for the erection of a Colony to go forward on an official level.

Among the provisions of the Act were those relating to the creation of a fund, from revenues received through the sale of land, to be used exclusively for the purpose of financing the emigration of wage-labour to the new colony. With the exception of lands to be reserved for public purposes the entire territory of the Colony was to be thrown open for purchase by British subjects of a minimum price of 12/- per acre. It then remained for the Colonisation Commissioners - appointed to supervise, among other things, the disposal of Waste Lands - to fix the price of land at any figure they deemed expedient in excess of the statutory minimum. After some haggling with the emigrant party the price was set at 20/-.

The Act contained, also, a proviso that it would not become fully operative until a minimum of £35,000 worth of land had been sold and a loan of £20,000 had been raised. As a special inducement to capitalists to subscribe the former amount the Commissioners issued regulations in which it was announced that

a "first town" of 1,000 acres would be surveyed, and purchasers of the first 437 Land Orders would receive, in virtue of each Order purchased, 80 acres of country land and one town acre for £81. In addition, these Preliminary Land Orders, as they were called, would entitle their holders, as a privileged body, to priority in the selection of their town acres and country sections after the surveys had taken place; that is to say, before any selection by the holders of the 438th Land Order and above (2).

In spite of this tempting offer, however, sales were sluggish, mainly because the purchase of unsurveyed lands at the antipodes seemed too great a risk to be undertaken on the assurance of its quality by the handful of miscellaneous individuals who had actually seen it.

It was while matters stood thus that George Fife Angas, a prominent capitalist and philanthropist, prevailed upon the Commissioners to lower the price of land to 12/- an acre, at the same time as allowing it to become known that it would be raised once more to 20/- per acre at an early date (3). As soon as the price was reduced a rush to purchase ensued. Out of a joint account Angas himself, and two of his associates, Henry Kingscote and Thomas Smith obtained 102 town acres and 13,770 country acres, (4) as well as the right in virtue of purchases to rent no less than 220,160 acres of pasture-land at one farthing per acre, or 10/- per square mile.

These purchases, incidentally, absorbed the remaining unsold portion of the £35,000 worth of land stipulated in the Act. Angas could thus congratulate himself on having done his philanthropic duty at the same time as exacting his capitalistic due.

This land later became the basis of the South Australian Company (5).

The Company was legally established on the 22nd of January, 1876 (6) but for some months before this date the Board of Directors were busy preparing a programme of operations to be carried out in the new Colony, and negotiating with the Commissioners and business houses for their requirements in labour and equipment. In the Prospectus, published early in that year, the Company's objects were advertised as follows:-

- (1) "The erection upon their Town land of wharves, warehouses, dwelling-houses, etc., and letting or leasing the same to the Colonists, or otherwise disposing of them.
- (2) "The improvement and cultivation of their country land, and the leasing or sale of part of it, if deemed expedient, and the sub-letting of their pasture-land at advanced rates.
- (3) "The laying out of farms, the erection of suitable buildings thereon, and letting the same to industrious tenants on lease, with the right of purchase before the expiration of such lease, at a price to be fixed at the time the tenant may enter.
- (4) "The growth of wool for the European markets.
- (5) "The pursuit of whale, seal, and other fisheries in the gulfs and seas around the Colony; and the curing and salting of such fish as may be suitable for exportation.
- (6) "The salting and curing of beef and pork for the stores of ships, and for the purposes of general export. The abundance of salt of superior strength and quality, with which Kangaroo Island abounds, will afford the utmost facility for the profitable pursuit of this object.
- (7) "The establishment of a bank or banks in or connected with the New Colony, and the conducting of such banking operations as the Directors may think expedient.

"The expediency of entering upon all or which of the above

means of employing the capital of the Company", the Prospectus explains, "will, in the first instance, rest with the Directors, and to these may be added, progressively such other objects as the Directors shall consider likely to promote the interests of the Company (7).

The Company having been formed, and its objects provisionally determined, the Directors, and in particular Angus, upon whom much of the care and labour of practical organisation seems to have devolved, pressed ahead as rapidly as possible with preparations for the despatch of the Company's first expedition.

Two brigs, the "Lake of York" 190 tons, and the "Lady Mary Felham" 206 tons (ex postal packets), were purchased and fitted out as whalers; together with a 105 ton schooner, the "John Pirie", suitable for use as a store-ship, sealing, and off-shore whaling operations. In addition, the "Buss", a brig of 164 tons, was chartered for freighting and general purposes (8). Both whaling vessels were fully equipped with gear necessary for the Southern Fisheries. Some 200 casks were shipped on the several vessels for transport to the Company's proposed station on Kangaroo Island, there to be held in readiness to receive the coming season's "catch" (9). Provision was also made for a coopers' establishment, and a large quantity of dry staves were supplied for the manufacture of casks suitable for the packing of salted and cured fish, and perhaps later, beef, and pork. A set of nets and assorted fishing tackle were also shipped; together with a number of boats intended for the seal-fishery, which was to be begun as soon as possible after the expedition's arrival in Heppen Bay (10). In addition, the four ships were provided with a twelve months' supply of food, 200 barrels of flour, and water sufficient to cover both the journey from the last port of call and the period likely to be spent in finding fresh water at the site chosen for the first station.

In readiness for the projected pastoral activities of

the Company the Directors secured a number of rams and ewes from famous Continental flocks, as well as a supply of Leicesters and South Downs; whilst Captain Nelson, of the "Emma", was instructed to call at Cape Town and purchase in addition to some yoke-oxen and cows, a quantity of sheep fit for mutton and for crossing with other breeds belonging to the Company (11). Materials for large sheep and cattle enclosures requiring little time and expense to erect, were provided, along with sheep-netting and every other article of equipment thought necessary for the efficient management of the Company's stock.

Owing to misinformation about the amount of timber readily available on the Island for building purposes the Board's provision for the shelter of the advance party proved inadequate. Apart from some tents, tarpaulins and material for the construction of a few temporary workshops little was provided. Apparently it was assumed that the first arrivals would have no difficulty in erecting temporary though comfortable huts and buildings out of material gained from local sources (12). The Directors, in fact, were so confident about the quantity of suitable timber on the Island that Samuel Stephens, the Colonial Manager, was instructed to lose no time in preparing timber frame houses for sale to emigrants (13). The omission was an unfortunate one and the cause later on of much privation and discontent.

Notwithstanding the neglect in the matter of housing every effort was made by the Board to anticipate and provide for the requirements of the preliminary establishment, including, to quote the Report, "a....supply of materials for carrying into effect the first three objects proposed in the prospectus, comprised in the following items, viz:-

(1) "The preparation of materials and erection of warehouses and dwelling houses for the servants, provisions, and stores of the Company, with out-houses and enclosures for their stock etc.

(2) "The erection of frames of dwelling houses, with a temporary covering; which will in the first instance,

serve as work shops for some of the artisans and mechanics, and afterwards be taken to pieces, and transported....to their town sites in the metropolis, where it is intended to erect and finish them as dwelling houses....

- (3) "The building of boats and small decked vessels, for which there must be an immediate demand throughout the Colony. The intercourse between each settlement will be chiefly carried on by such means
- (4) "The erection of farmsteads... with the formation of temporary bridges, enclosure of lands and draining.
- (5) The cultivation of their (the Company's) farms, until they shall be let.. to tenants.., or disposed of by sale..
.. (14)

Reluctant to rely for labour and materials on local sources of supply the Board made every effort to determine the nature of the trades which would be initially required, as well as to estimate the precise number of men and the quantity of tools and equipment needed. To avoid confusion it was also arranged that each tradesman should, as far as possible, travel on the ship which was carrying his quota of tools, provisions and stores.

Scarcely any aspect of their preparations received closer attention from the Board than the selection of their labour force; for it was obvious that those branches of their affairs in which large bodies of workmen were required - notably whaling and its subsidiary departments - would depend very heavily for their success in the last resort on the efficiency and general conduct of the men themselves.

The whole of the Company's labour force, both maritime and territorial, was recruited within the framework of regulations laid down by the Colonisation Commission to govern emigration and the disposal of wastelands.

The Colonisation Commission, which was set up under the provisions of the South Australian Act, was vested with certain wide powers of jurisdiction in the Colony including authority to

carry into effect the peculiar system of land sales and emigration. The essential feature of this system was, that the entire proceeds resulting from the sale of lands should be used exclusively for the purpose of providing free passages for emigrants willing and able to work for wages on arrival in the Colony. The qualification was important, because the system was designed to ensure a precise or convenient balance between the factors of land labour and capital - in practice, a supply of wage labour adequate for the development of lands purchased by capitalist settlers.

Obviously the success of such a system rested, among other things, on the power of the Commissioners to ensure that none but bona fide wage labourers received assistance from the emigration fund. One method of ensuring this would have been to introduce a system of compulsory indenture - an expedient very strongly advocated by Angus (15). The Commissioners were at first inclined to favour the idea, and in the first draft of regulations it was stated that no labouring emigrant should be conveyed to the Colony unless hired for at least one year by "an emigrant of property" (16). After further consideration, however, it was decided that this measure would not be practicable and the rules were modified to permit both independent and indentured emigration, reliance for the proper application of the land fund being placed on the high price of land and on the vigilance of the Commissioners' agents when investigating prospective emigrants (17).

Nevertheless, land buyers were recommended to article their servants prior to leaving England, and under Appendix IV Clause 54 of the Regulations purchasers were granted "the privilege of selecting servants and labourers for a free passage at the rate of one person for every 10l. expended in land...."(18).

For reasons to be discussed later on the Company chose to take advantage of this ruling, and all their servants were

engaged under formal and binding contracts in which remuneration and the length and conditions of service were fixed.

All persons applying for a free passage to the Colony, whether articulated to an employer or not, had to submit to the same official test of eligibility. In their applications, signed by two householders and a magistrate or clergyman, intending emigrants had to supply satisfactory references and certificates etc. to show that they were of sound mind and body, not less than fifteen nor more than thirty years of age, "honest, sober industrious and of general good character" and likely to maintain themselves in the Colony by working for wages. In the earlier draft of regulations it was also required that they be married, but as this was found to exclude a great many desirable, and some indispensable, emigrants the rule was relaxed to a preference for married applicants (19). The rule with regard to the upper age limit was not inflexible, and could be departed from at the discretion of the Commissioners, especially where the applicant was the parent of a large family (20). All emigrants had to be vaccinated (21).

Subject to these requirements the Company were entitled, in virtue of their land holdings to engage as many as 408 employes for service abroad (22), and under Clause 56 they were further entitled not only to convey their servants to the Colony in their own ships at the expense of the Emigration fund, but their seamen as well. Clause 56 reads as follows:-

"Any emigrant capitalist or other party who may be desirous of fitting out a vessel for the colony from any port of Great Britain or Ireland will be allowed to carry out, at the charge of the Commissioners, any approved emigrants who may offer themselves in the neighborhood of such port, provided that the arrangements for securing the comfort and safety of the emigrants on their passage are approved of by the Commissioners, and that the charge per head does not exceed that for emigrants leaving the port of London, the same allowance to be made for the crew of the vessel who are of the proper description of emigrants, provided they go out as colonists to engage in the coasting trade or fisheries, and that satisfactory guarantee can be given for their continuing such for three years. Provided also that their families, if any, shall be resident in the colony" (23).

The fact that the Company were, at the time this clause was drafted, the only "party" proposing to carry out their own servants in their own ships to engage in the coasting trade and fisheries suggests that it may have been written into the regulations for their special convenience. If it was not, one can only marvel that the Commissioners should have chanced to devise a regulation at once so perfectly adapted to suit the objects of the Company, and so foreign - in its application to seamen, whalers etc. - to the essential purpose of the land fund.

As the Company's advance expedition was intended to reach the Colony in time for the Bay whaling season (the winter months) no time was lost in recruiting the necessary labour. Angus busied himself with this work even before the Company's official foundation, interviewing prospective employes, drawing up engagements, powers of attorney and letters of instruction, settling wage and salary rates, and generally supervising the work of organisation from its broad features down to the most trifling details. No one who has examined his papers of this period can fail to be astonished at the quantity and thoroughness of his work, and it comes as no surprise to find that in fact he equipped and despatched the first expedition practically single-handed. Writing to a friend in January he declared:

"I am now deeply engaged in the outfit of the three ships and in the onerous duty of appointing captains, officers and crews. As far as is in my power in the appointment of managers, officers, and men for the Company I have sought out and engaged those who fear God, and when I could not do this I took the next best I could find. The whole of the thoughts, plans and arrangements have fallen mainly upon me, and, with the exception of Alderman Pirie, I have had little assistance from the Directors".(24)

The obtaining of "men who fear God" was a matter of supreme importance to Angas. He had been closely associated with the colonisation movement almost from its beginning, and, as a middle class Calvinistic Baptist, he shared with its many non-conformist and radical adherents a vision of South Australia as a haven for those who sought to rid themselves of from the irritations of aristocratic privilege, and the indignities imposed by the Establishment. It is not a caricature of his hopes to say that he saw the role of the Company in the Province as that of a citadel of piety in a new "Land of Promise" - a beneficent protector and promoter of the interests of a pioneer community, outstanding for its godliness, industry and temperance (25).

That the Company was also intended as an efficient profit-making machine he would have been the last to deny. But in common with many others of his generation he possessed boundless confidence in business enterprise as a medium for the achievement of religious and philanthropic ends. He saw nothing uneasy in an alliance of gainful and spiritual employments; he blended them well in himself - or felt he did - and expected them to operate no less gratifyingly in the Company. "There is nothing that delights me more", he once told Dr. Chalmers, "than the impregnation of ordinary business throughout all its arrangements and details with the spirit of an expansive and evangelical charity," (26)

Interpreting the Company's functions as he did, he naturally saw it as an urgent necessity that their employes exemplify, as far as possible, all the virtues he hoped would predominate in the Colony. The modest aim of the Commissioners, therefore, to obtain emigrants who were "honest, sober, industrious and of general good character," fell short of his requirements in one important respect, namely that they be also religious men. As he told one of his correspondents: "it is an object of the first importance to me as one of the Directors... to procure decidedly pious people and members

of a religious society if such can be obtained" (27). 11.

To this end he spared no effort. He appears to have selected personally all the members of the advance expedition and a good many of those who followed later. And when he could not himself attend to the work of recruitment he tried to ensure that his deputies were no less rigorous than he in their enquiries into the previous character of applicants.

But England's "deserving poor" as he more than once complained proved sadly lacking in "decidedly pious people". Pious seamen were a rarity, and it was notorious that working class townsmen were apt to find spiritual comfort less often in "religious societies" than in the dram shops and gin palaces. After one expedition during which he scoured Brixton, Teignmouth, Peignton and Torquay for fishermen willing to emigrate he had to admit that he had netted only three or four whose characters he could recommend (28).

Notwithstanding his efforts to obtain suitable emigrants many whom he thought measured up to his requirements failed him badly in the Colony. In explanation of this it has been pointed out that he was an uncertain judge of character and talent. This was no doubt true; in spite of his business acumen and astuteness in most ways he seems to have been easily deceived by flattery and by superficial appearances of merit in those about him, especially if the appearances bore a strong religious complexion.

But it is doubtful if the conduct of the Company's people can be explained very largely in terms of Angus's faulty judgment. How men conduct themselves at home - in the environment in which they have been born and reared - is not always a reliable guide to the way they will conduct themselves abroad; and in accounting for the behaviour of the Company's servants in the Colony a great deal of allowance must be made for their social background and the impact on them of their new surroundings. The misery and boredom of the transports and the difficulties and problems of settling

in a new province provided a challenge which exploited every weakness in the characters of those who experienced it.

Angas went in search of saints, but he was careful to provide as far as possible for sinners, and the Company's servants were all engaged under legal contracts enforceable through the terms of the Master and Servant Acts.

The reasons for the adoption of this mode of employment are nowhere specifically stated but they can be safely inferred both from the circumstances in which the Company were to operate, and from the text of the agreements themselves.

In the first place, a system of indenture has certain obvious advantages for an enterprise whose chief sources of capital and direction are situated some 12,000 miles from the seat of its operations, as was the case with the Company. If all the proposed branches of their operations were successfully established the Company would need to maintain a large labour force in the Colony. And since, for an indeterminate period, most of the recruits, as well as the money with which to pay them, would have to come from England, it was desirable that the London office should know at all times the number of servants in their employ and the wages they were receiving. Formal and binding agreements were necessary, then, to facilitate planning and to assist the London executive and the Colonial management in co-ordinating their activities.

The Directors were well aware, from the experience of other Colonies, that the early years of the settlement were likely to be attended by a certain amount of economic instability, and they were not so sanguine about the efficacy of the land-price mechanism as a means of regulating the flow of labour that they were prepared to rely on it altogether. Angas, in fact, appears to have had very little faith in it at all; and when the details of the emigration system were

being hammered out he had brought pressure to bear on the Adelpi to have a system of compulsory indenture written into the regulations. Without some rule whereby land owners could be compelled to article workmen he foresaw a breakdown of the system through mis-direction of labour resources and the purchase of lands by capitalists for speculative, instead of developmental purposes (29).

"Our apprehension", he told Stephens, "is less that our servants should leave the Colony, than that other settlers, should entice them from our employment by increased wages. Our opinion is that the Commissioners have committed a fatal mistake, in sending out their emigrants without being articulated to any employers. Consequently they can be restrained by no document, from proceeding to neighboring colonies, which I am persuaded many of them will do, and then their employers will look to our servants to fill their places (30)

Some of the Company's objects - especially whaling, sealing, boat and ship-building, and the curing of salt provisions - demanded skilled labour of specialised and relatively unusual kinds, and there was no guarantee that among the emigrants sent out by the Commissioners suitable replacements could be found for Company employes who quit their posts. A drifting of coopers, whalers or boatbuilders into other occupations could seriously hamper whaling operations since they would be difficult to replace at short notice; while mass desertions could cripple the department altogether.

The chief motives, then, for adopting the contract system were: firstly, to ensure that the Company would begin with, and continue to have, a labour force which was adequate both in number and composition; and secondly, to provide against fluctuations in the rate of wages agreed to in England.

Most of the agreements entered into with ordinary servants - that is to say, labourers, tradesmen and seamen, were for a term of three years; the exceptions being, in the majority of cases, specially skilled or experienced artisans, or else maritime apprentices who were required by mercantile law to serve several years before the mast to qualify for higher rating. The

Company papers contain no explanation for the general choice of three years as a term of service, but it is safe to assume that it was thought long enough to be serviceable, and short enough to provide against any serious prolongation of employment in the case of servants who, for one reason or another, became redundant before the expiration of their agreements.

That the question of redundancy worried the Directors is suggested by a stipulation in the contracts that the employe shall not only work in the trade or occupation for which he was engaged, but shall be prepared "to do and perform... such other work and service as he shall be capable to do and perform" (31). Thus, if fish-curers, blacksmiths or carpenters were no longer needed in their special capacities they could be made to engage in other kinds of service. In practice this provision was found very hard to enforce, and Melaren speaks of it as causing much discontent among the men³²

The wages agreed to by all the servants engaged in England and Germany prior to January, 1838, will be found, together with other information in appendix II. According to Angus they were mostly somewhat in advance of the usual rates prevailing in the various trades and occupations at the time, although the First Annual Report remarks with some satisfaction that the Board had succeeded in obtaining crews for their ships before a general rise in seamen's wages (33).

According to the original intention of the Directors these rates were to be regulated in the case of officers partly by "progressive (annual) increase" and partly in the ratio of dividends paid to the proprietary from profits; and in the case of ordinary employes, by regular annual increase "and a certain sum to be paid them upon faithful fulfilment and termination of their contract" (34). But in addition to these regular adjustments the Colonial manager was empowered to increase wages if the margins allowed in England were

found to be inadequate. Angas makes it clear, however, in one of his letters of instruction to Stephens, that such increases were to be granted, if possible, without prejudice to the agreed rates, as a form of charity or poor relief.

"You will perceive that nearly all the labourers, artisans and fishermen have been articulated for three years to the Company at fixed wages. It is nevertheless possible that circumstances may arise in the Colony which would justify your increasing the scale of remuneration.... Persuasion will be better than compulsion, and as reward sweetens labour let increases consist of gifts or donations rather than a regular weekly increase of wages (35).

At the same time, Angas recognised that if the general level of wages rose sufficiently high in the Colony "gifts or donations" would cease to satisfy and the agreed rates would have to be altered.

"In the most extreme case the Directors would consider any rate of wages however exorbitant, providing it was equal to what others were giving for the same trades. Much better to (illegible word) than to permit workmen to leave the Colony. But after all should all these plans fail in restraining the departure of any of the Company's servants you must as a last resource apply to the magistrates for protection"(36).

The contracts, then were intended to ensure not necessarily complete rigidity of wage rates, but to act as a brake in the event of a rise in the general level.

The sums of money to be given to ordinary employes at the end of their service were not gratuities but deferred pay. The employe, when entering into his agreement, undertook to allow the Colonial manager, "or other properly appointed person," to deduct a certain sum from his wages each week—the money so detained to be restored to him at the end of his term of service "if the same be faithfully performed, and to be forfeited to the Company if by reason of misconduct on (his) part, the... agreement should be cancelled by a Magistrate or other competent authority"(37). The sum to be deducted weekly probably varied according

to the nominal rate of wages received by each employe. In the contract in the Angas Papers the employe undertakes to allow a deduction of 2/- per week from a wage of 27/- rising to 38/6 in the third year of service; but it is unlikely that labourers receiving, say, 12/- to 15/- a week would have been expected to contribute the same amount. The point, however, is unimportant, for the scheme seems to have perished early - as did the system of annual increases - amid the disputes which arose over the pressure for increased margins.

As a reinforcement to his income the contracts granted to each employe the privilege of occupying a half an acre of land free of rent for the duration of his term of service. Although the contracts themselves do not say so it was the Directors' intention that outright grants of these blocks should be made to the occupants at the expiration of these agreements (38). This measure seems to have been designed partly as "bait" to attract emigrants and partly to foster settlement in and around the Company's station. The Board, it will be remembered, were anxious to make the Company's establishment the nucleus of a prosperous centre of Colonial trade, and the value of a community of independent and thriving ex-employes in helping to promote this aim was not overlooked.

The short-term purposes of the half-acre lots were no less practical. In addition to bolstering the real incomes of servants by relieving them of the burden of rental and by giving them the means of cultivating their own kitchen gardens, these allocations of land gave the manager an opportunity of locating his men where, from the Company's point of view, it was most convenient for them to reside. Moreover, the manager's ability at any time to impose rentals or eject employes from these blocks during their periods of service gave him an initial advantage in dealing with refractory servants.

One of the difficulties incidental to the engagements of

servants before their departure for the Colony was that of arranging for their financial support in the interval between their recruitment and the time when they could be actively employed. The voyage from England to South Australia at that time could not be made in less than four and a half months, and slow vessels meeting adverse conditions might take as long as six or seven months. The Company, therefore were reluctant to begin paying their men until they had arrived in the Colony. On the other hand, very few of the officers and servants possessed enough savings to equip themselves for the voyage. The emigrant ships, it is true, provided for the minimum needs of passengers in accommodation, food, drink, and medicines; but life on board these vessels, especially in steerage, was hard indeed for those who lacked the means of varying their diet and of providing themselves with additional comforts.

To meet this difficulty the Company adopted the practice of lending small sums of money - usually four or five pounds in the case of ordinary employes - which were to be repaid gradually, with interest, after the recipients had reached the Colony (39).

Until its limitations were discovered this system seemed full of advantages for the Company. It not only obviated the need to pay wages, but actually yielded a profit on the capital outlay involved; and the longer the principal debts were outstanding the more the Company could expect to gain. Moreover it had the merit of investing the Company with additional power to exact obedience from their servants; for the manager or his agents were entitled, in the words of the agreement, "to deduct from... wages at such times and in such amounts as he or they may think proper" for the recovery of the debts (40). Refractory servants could thus be brought to their senses by the simple expedient of stopping their wages.

"Advances to Emigrants", McLaren was reminded,

forms no small item in the Company's expenditure & is looked at with a jealous eye by our Directors - still it is an unavoidable one being designed for enabling the Company's servants to provide the proper necessaries for so long a voyage... I have in former letters alluded to the mode of repayment of these advances - viz. small sums weekly so long as honesty & propriety are maintained but if any dereliction of duty occurs, you can punish them, by claiming the whole amount at once."(41)

Unfortunately for the Company this scheme not only proved ineffective as a means of securing subordination, but the loans themselves were for the most part never recovered. For a variety of reasons not by any means anticipated by the Directors it was found that attempts to implement this form of punishment evoked not submissiveness in the men but its opposite.

These, then, were the chief measures by which the Company sought to keep intact and control their labour force in the Colony. To the modern mind the system of deferred pay, the loans and the rent free half-acres, insofar as they were intended to ensnare employes financially and place them at a disadvantage in disputes, may seem a little underhand. But it must be born in mind that this was an age when the relations between master and servant were harsher and more tinged with mutual distrust than probably any period before or since. The stratagems of the Company to disarm their employes in advance were normal enough, judged by the ethic and practice of the times.

An attempt to estimate the success of the contracts in achieving their objects is better left until later when some idea has been gained of the circumstances in which they had to operate. Meanwhile, one observation can be made which is worth keeping in mind. The Company's employment contracts, like any legal instrument, relied for their strength in the last resort on the power of government to enforce them;

and much of what is to be said about their success can be anticipated from the remark that, of all the influences which helped to order the lives of Kingscotians in the three or four years of the settlement's existence, that of government was among the faintest.

By the third week in February preparations for the departure of the first two vessels were complete. But owing to delays the Commissioners' ships were not yet ready to leave, and there seemed little likelihood that they would get away for some weeks. Complaint proved fruitless; and since the Directors were anxious that the Company's fleet should arrive in southern waters before the end of the whaling season it was decided their vessels should put to sea immediately and risk whatever consequences might follow from their arrival in the Colony before the Commissioners' party and the main body of emigrants. On the 24th of February the "Duke of York" got under way, followed two days later by the "John Pirie", and on March 30th and April 21st by the "Lady Mary Felham", and "Emma".

The Company employes sent abroad in these four ships totalled 163 persons, were comprised as follows:- (42)

SHORE ESTABLISHMENT

Samuel Stephens:	Colonial Manager
Cornelius Birdseye:	Overseer of Flocks and Herds
Thomas Hudson Deere:	Building Superintendent
Charles Simeon Hare:	Accountant
D. H. Schreyvogel:	Clerk
William Austin Deacons	Hotel-keeper and Storekeeper

- 1 Boat-builder
- 1 Boat-builder's assistant
- 1 Block and pump-maker and shipwright
- 1 Carpenter
- 1 Carpenter and joiner
- 1 Assistant carpenter and labourer
- 1 Top sawyer

1 Sawyer
 1 Labourer and sawyer
 1 Wheelwright
 1 Gardener
 1 Gardener and labourer
 1 Seedsman and labourer
 1 Ploughman and labourer
 2 Agricultural labourers
 1 Brickmaker
 1 Brickmaker and labourer
 1 Brickmaker and agricultural labourer
 1 Smith
 1 Butcher
 1 Fishcurer
 10 Common labourers.

MARITIME ESTABLISHMENT

"Duke of York"
 Master: Robert C. Morgan
 3 Mates
 2 Apprentices
 25 Men

"Lady Mary Pelham"
 Master: Robert Ross
 2 Mates
 2 Apprentices
 18 Men

"John Pirie"
 Master: George Martin
 2 Mates
 1 Apprentice
 6 Men.

II

THE BASES OF SETTLEMENT

In view of the eminent unsuitability of Kangaroo Island a century ago for most of the intended activities of the Company it is worthwhile to enquire why it was that the Directors selected the Island, and in particular Nepean Bay, as the first seat of the Company's operations. Some discussion of this question seems to be warranted, moreover, by certain more or less misleading statements that have been made on it in the past. The statement, for example, that the Company established itself on the Island because it was considered that the metropolis would be located there finds little evidence to support it. It is true that the Company entertained high hopes for Kingscote as a sea-port, but this seems to be as far as speculation went. Statements, on the other hand, such as: "The Company's station on Kangaroo Island was established as a temporary and inexpensive depot...." require careful qualification if they are to avoid conveying the wrong impression.

As a matter of fact, the Directors did not issue express orders that the station was to be planted at Nepean Bay. Their "Instructions" to the Colonial Manager were these:-

"You are forthwith requested to embark in the 'Duke of York', Capt. Morgan, and proceed as a passenger in that vessel to Nepean Bay in Kangaroo Island, and if found expedient and most advisable you will land at that place with the Officers and Servants, the Stock and Merchandise, provisions and materials belonging to the Company and form your first Settlement in such a manner, that while the Buildings shall be sufficiently substantial for protection from the inclemency of the weather and from outward assaults to the Company they shall be erected with as little expense as possible, under the probable circumstance that the locality of the Settlement may be changed at no very distant period." (43)

The Directors were cautious. Knowing that their vessels would arrive in the Colony before the survey-party, the

Governor, and the main body of colonists they were well-advised to warn their Manager against precipitate action in laying the foundations of a permanent settlement. Just what course events would take after the ships left England there was no knowing. In these circumstances the prudent, in fact, the obvious thing to do was to establish a temporary settlement and then to wait on events. Besides, though the Directors were undoubtedly misinformed in many matters relating to the Island they were not fools, and it is fairly safe to suppose that Angas at any rate would never have given instructions for the foundation of an expensive and permanent settlement until his information on the locality had been reliably confirmed by his own officers. It was not that the Directors thought it "a probable circumstance that the locality of the Settlement may be changed at no very distant period", but that they wished their Manager to act as though it were until the Colony had settled down a little and absolutely reliable reports had been furnished. "In the formation of a new Colony", Angas told his Manager, "it is always expedient to delay every such arrangement as the erection of permanent buildings to a future period, and in the present case that period may be far distant" (44). It is perhaps not without significance that although the "Instructions" counsel Sam. Stephens to land at Nepean Bay only "if found expedient and most advisable" there is nothing in that careful and detailed document to suggest an alternative should the Island prove unsuitable.

The truth was that the Directors, though prepared to exercise caution, were all but certain in their own minds not only that they would be able later on to confirm the Kingscote settlement as a permanent station, but that it would one day become one of the Company's greatest assets. "From what can be learned at present", wrote Wheeler, the London Manager, to his opposite in the Colony, "it appears most probable, that Kingscote on Nepean Bay, will be the

great Sea Port of the Company, and the place of resort for their whaling and other vessels.... Should this anticipation prove correct, then it is certain a growing town will soon spring up around Kingscote, and it will rapidly become a flourishing settlement" (45).

The question why the Board chose Nepean Bay as the likely site of the Company's first station still remains to be answered.

In 1834 the South Australian Association published a booklet containing the outlines of a proposal for the colonisation of South Australia (46). In this interesting little book were printed, along with the "outline", a number of depositions made by sea-faring people who had visited the southern coastal regions, as well as several extracts from the journals and writings of Flinders, Peron, Freycinet, and Sturt. In these accounts attention is focused mainly on Kangaroo Island and Port Lincoln, and while there is good reason to believe that the Association were not above "warping" the truth a little by omitting evidence unfavourable to their purpose the publication had the merit of gathering together under one cover much of the detailed information about the two places available at that time. ^{the} The Directors, of course, made use of the reports and there can be little doubt, to judge by the peculiar details of the knowledge possessed by them at the time, that their choice of a site for the first settlement was considerably influenced by the information - as well as mis-information - which the accounts contained (47)*

From the evidence given, two main facts emerged. Firstly that no natives lived on the Island other than those brought to it by the handful of Europeans living there:

and secondly, that of all the Islands adjacent to the South Australian Coast it was economically the most eligible for a settlement.

Just how influential the first of these facts was is difficult to say. In the circumstances, however, it is very likely that it was considered as a factor of importance. Since the Company's people were to precede the main party of colonists it meant that they would have to defend themselves, if need be, as best they could until the executive authority arrived to do it for them - and this was not likely to be soon. Thus, the choice of a locality known to be habitable yet free from any large hordes of potentially hostile natives was well worth consideration - especially as it had been reported by the most "reliable" witness that there were "great numbers" of blacks at Cape Jarvis and along the coast (48).

From the evidence it was known that Kangaroo Island was uninhabited except by a miscellaneous collection of sealers, convicts, and marooned or run-away seamen and their aborigine wives (49). And while it was also known that the Island had, in recent years, been notorious as the chief resort of European criminals and blackguards of every description none of those who gave evidence in the interrogations reported having received any actual violence from them. Captain Sutherland's claim, moreover, that the New South Wales Government had lately sent down an expedition to take off the worst ruffians (50) was supported by the statement of Frederick Hamborg. Hamborg, who claimed to have visited the Island round about May, 1832, went so far as to say that the expedition removed all the inhabitants, and that there were now none there (Dec. 1833), nor any on the neighbouring islands (51).

The influence on the Board's deliberations of the evidence given on the ability of the Island to support a settlement is obvious. And especially obvious is that

of Captain George Sutherland, whose depositions form such an extraordinary mixture of fact and fiction, related with equal candour and consistency, that it impossible not to regard his mis-statements as deliberate and pre-meditated. As to his motives one can only guess. It is as though he suppressed the truth wherever it was likely to convey an unfavourable impression of the Island's resources.

The one point on which all the extracts and depositions agreed was that relating to the harbour of Nepean Bay. This was universally acclaimed as excellent, being capacious, well protected - from southerly winds by the land, and from northerlies by the sand-bar lying half across its entrance - and deep enough to accommodate many large vessels. From the rest of the evidence, too, it was gathered that Nepean Bay was better supplied with fresh water than its rival, Port Lincoln.

On the vital question of water, both Flinders and Peron agreed that the Island seemed practically destitute of it (52); and Captain Dillon, who called there in March, 1819, claimed to have found it in two places only (53). Sutherland, however, stated he had found water not only at Point Marsden (54) but everywhere he went on the Island! (55). It was never brackish (56) and some of it was the best he had ever tasted - the underground water usually being better than that found on the surface. In his walk across the Island, he said, he found lagoons and pools on all sides (57) and water was to be had almost anywhere merely by sinking wells.

The rainy season on Kangaroo Island lies chiefly between May and September. During these months the water - both subterranean and surface - is more plentiful and of better quality than in the dry season. But even had 1819 - the year of Sutherland's visit - been particularly wet, the abundance of water reported by him is difficult to account for. Moreover, the first half of his nine months' sojourn (from the 8th January to the 12th August (58) fell in the period during

which the Island's water is at its worst.

It is true that in certain areas - Point Marsden, Hog Bay, and American River, for example - drinking water can sometimes be found by digging shallow holes near the beaches; but their yield tends to be unreliable, and frequently, their term of usefulness depends on their not being over-taxed or deepened below a certain level. It is possible that Sutherland took these soaks or puddles for signs of an abundance of underground water throughout the whole Island.

Accounts given of the soil varied. William Westall, who accompanied Flinders, said that it was superior to that at Port Lincoln;(59) but the consensus of opinion was that it was generally of poor quality though relieved here and there by patches of good alluvium and vegetable mould (60). Yet according to Sutherland the soil was mainly deep loam on blue clay, and in appearance more fertile than any he had seen in Van Diemen's Land. This was incorrect, as also was his statement that the inland western and central districts consisted of open grass-lands, sparsely though regularly dotted with fine trees, and "hundreds of acres" with no trees whatever (61). As a matter of fact, the region referred to by Sutherland was, at that time, and in places still is, covered with low scrub, occasionally very dense, the only timber - trees worth mentioning being those growing in the neighbourhood of creeks and lagoons. Captain George Gould, who visited the Island in 1827 and 1829, reported no timber (62) though Peron (63) Dillon (64) Westall (65) and Sutherland (66) all agreed that timber could be had. But here again Sutherland's evidence was misleading. According to his account the abundance of good timber was so great that, apart from salt, it could be counted as the "principal production" of the Island,(67) "capable of conversion into every domestic purpose as well as maritime" (68). Now it may have been true that there

was a quantity of good timber on the Island, and that it could be used for those purposes; but it was certainly neither as dense nor as accessible as he seemed to suggest. Most of the heavy timber then, as now, was to be found only where there was a good supply of fresh water, for part of the year at least - i.e. in the immediate vicinity of water-courses, lagoons, and springs.

All the accounts concerning the resources of salt at the Island agreed that it was plentiful. Sutherland's claim that between two and three hundred tons of salt could be scraped from the lagoon at the head of the Bay of Shoals (68) is probably not a serious exaggeration. The Company never made an earnest effort to work the deposits; but Sam. Stephens told Angas in a letter that it was worth at least £500 per annum clear profit to the Company (70).

The presence on the Island of a large number and variety of game, including kangaroos, wallabies, swans, wild ducks, pigeons, teal, and widgeon was generally affirmed; as also was the abundance of fur-seals and fish, although Peron remarked that the Island seemed poorly endowed in the latter respect when compared with most other places in Australian waters (71).

No valuable minerals were reported, but Flinders, Peron, and Sutherland mentioned that quantities of sandstone, granite, lime-stone, slate, and free-stone were widely distributed throughout the Island - Sutherland hinting that it was admirably suited for building and other purposes (72).

As might be expected, the Directors made some enquiries on their own initiative, and among the Angas Papers is a very interesting "Report of Kangaroo Island... as taken from his own lips", by one Thomas Coote, a whaler, who visited the place twice - between December, 1831, and March, 1832, and between December, 1832, and April, 1833.

Coote, who claimed to have lived for 22 years in the Australian Colonies and to have spent twelve of these whaling in southern water, visited the Island while serving as a seaman in a Sydney vessel, the "Glory" of 100 tons.

He appears to have been put ashore on both occasions to obtain seals and salt for a Launceston firm. At the time of his sojourn there were 28 white men on the Island, including two convicts "of industrious habits". From the wording it is not clear how many of these men were permanent residents, and how many were, like Coote himself, merely seasonal visitors. There were no aborigines, and the climate he described as "healthy". The islanders, who "spoke in the highest terms of the place", occupied themselves mainly with sealing, collecting salt, and cultivating their kitchen gardens, in which they grew, among other things, potatoes and indian corn. The soil of the Island was described as being mainly "rich, red earth" with some clay land.

Coote spoke of two lakes situated one and a half miles inland from Nepean Bay, capable of yielding 140 tons and 50 tons of salt respectively. The lakes were filled with water to a depth of two or three feet in winter, but in the summer were dry for four months. The islanders, he said, scraped and bagged eighty tons while he was there, for which they received 15/- a hundred weight shipped.

The Kangaroo Island seals, like the kangaroos, had nearly all been destroyed, but there were still regular seal rookeries at Thistle and Seal Islands.

Asked his opinion on the prospects of a whaling establishment in the area he said he thought it would flourish, mentioning that the only thing of its kind at present was a station owned by a Mr. Young of Adventure Bay near Hobart, which employed thirty hands and was worth six or seven thousand pounds. Coote also disclosed the interesting fact that a whaling station existed in former times in

Spencer's Gulf. He recommended Thistle Island as a suitable base for an off-shore whaling establishment (73).

Coots described the Island as having very few trees in the interior, but said that the coasts were flanked by a belt of timber half a mile wide - mostly stringy bark and red and white gum - which he claimed, "made good masts, bowsprits, planks & ship timber" and were also suitable for house building.

He seems to have been deluded by the same suggestions of an abundance of water as Sutherland was, for like Sutherland he said there was "plenty" to be had merely by digging for three or four feet.

His remarks about Nepean Bay were unfavourable in some of their particulars. He said the harbour might admit vessels of thirty to forty tons, but that their safety would depend upon the construction of a "Weir or Breakwater". Furthermore, he stated that while larger vessels might anchor out in the bay they would be "obliged to shift when the wind blows any way". But he mentioned the existence of a good site for the village about half a mile inland (from the head of Seal Bay presumably) and remarked on the ease with which oil could be loaded on to ships there. Nepean Bay, he thought, was the best place for a salt provisions station. He considered the climate of the Island favourable for the salting of provisions and that this industry would prove highly profitable. Van Diemen's Land and New South Wales would provide ready markets for salt beef and pork, while India would take all the salt fish the Company could cure. Fish available in the Island's waters included "snapper $\frac{3}{4}$ yard long, $\frac{1}{2}$ yard broad and very thick", cod, mullet, salmon and trumpetter (74).

There was nothing in this evidence directly contradicting Sutherland's information, except as regards the quality of Nepean Bay as a harbour. If anything, his accounts of

the water, timber salt, and soil propensities of the Island confirmed what Sutherland had said.

Taking all the Accounts together, then, and providing the Directors gave preference, when there was any doubt, mainly to the evidence of Captain Sutherland - and this they seem to have done - their total picture of the Island must have been somewhat as follows:-

"Heavily timbered in places, especially around the coast, but with large expanses of open grass-land supporting feed for stock. Well watered, with a reliable rainfall and a mild climate. Soil apt to be poor in places, but generally of a good loamy nature and superior to much of the best land in the settled areas of Van Diemen's Land. Large deposits of surface salt of a high quality. A plentiful supply of game; and limitless quantities of stone for a variety of purposes including building. The coastline frequented by large numbers of fur-seals, and providing a fine, safe harbour abounding in fish of commercial value. Virtually uninhabited".

If the picture were only half as breath-taking as this it would still be attractive. Sutherland summed it up perfectly: "People emigrating to this country would find every necessary (sic) as in Europe and both the other Colonies (75)".

We have seen that the Island, according to the most "reliable" evidence, held out two important inducements as a site for the settlement: it offered security from attack by hostile natives, and it was sufficiently well-endowed economically to feed, clothe, and house a colony of European settlers. But there was another and perhaps equally important advantage which the Island seemed to possess, and this was its geographical position. From all accounts it appeared that Kangaroo Island, with its excellent harbour of Nepean Bay, stood fair to become, if not the commercial hub of the new Colony, then something very close to this.

By the time the South Australian Company was formed it

had been established with a tolerable degree of certainty that the Colony would be situated on or near the coast somewhere between Lake Alexandrina and the most northerly point examined by Captain Barker. Though it is true that some schools of opinion still favoured Port Lincoln or Nepean Bay Sturt's information that the Murray ended its course a little to the east of Encounter Bay, and Barker's enthusiastic reports on the Mount Lofty ranges and the land between Cape Jervis and the lakes had served to focus attention on these areas.

Sturt's expedition had revealed the exciting fact that the Murray and its tributaries drained almost the entire inland south-eastern regions of the Continent. Not only were these regions then beginning to receive the attentions of the New South Wales grazing fraternity, but Sturt's report on the prospects of the Murray Valley as a farming district, though cautious, was full of promise. In these circumstances it was logical to suppose, as many did, that in the not very distant future the Murray could be made to perform much the same service as its great American counterparts - South Australia becoming the emporium and mart of the whole vast hinterland of the east.

There were, however, certain questions still awaiting answer - among them the question whether the river was navigable in all seasons, and if so, for how much of its length. Nor was it yet known whether the river entered the sea at any point through a channel suitable for the passage of water-borne transport - a question rendered the more vital by reason of the fact that there were no safe harbours nearer than Nepean Bay. Sturt had made the ominous observation that the lakes appeared to be unaffected by the tides, and although Barker later discovered an outlet to the sea it was disappointing, and he was murdered before he had time to find out

definitely whether any other existed.

What was known about the Murray mouth thus left much to be desired, but until the whole area had been properly explored there was every reason for hope.

Among the first to see the significance of Sturt's discoveries was Robert Gouger, who, early in 1831, drew up a memorandum (76) emphasizing the importance of the Murray, and indicating Kangaroo Island, "the Isle of Wight to the Continent", as the most suitable terminus for produce brought down the river.

Gouger's observations did not escape Angas and his colleagues, and all the essential features of that part of the memorandum outlining the significance of the Murray for the Colony and the future role of Kangaroo Island are to be found embedded in the First Report of the Directors (77). In elaborating the theme Angas did not claim that Nepean Bay, by the logic of things, must become the "New Orleans" for the Mississippi of New Holland" of which he spoke, but his inference that it would is inescapable.

Propaganda, no doubt; but very plausible. And even if Angas, in his less sanguine moments, scarcely dared hope for such good fortune, the possibility of it was nevertheless uppermost in his and the other Directors' minds at that time (78).

If Angas was not more emphatic it may have been because he did not yet know for certain whether a safe harbour existed on the mainland even better situated to profit from the Murray trade than was Nepean Bay. All the bays and inlets examined so far had been described either as seasonal or fair-weather anchorages - all, that is, with the exception of what is now known as the Outer Harbour, for which some slight hope was entertained. Sturt, moreover, had pointed to the possibility that one of the reaches of this inlet might be found to connect with the Murray by a channel

passing to the northward of Mt. Lofty. But so long as this was unsubstantiated the future seemed to augur well for Nepean Bay. For even if the Murray-mouth proved to be impassible the advantage was not entirely lost. When returning to the ship after his commander's death, Kent, Barker's lieutenant, had discovered a valley through the ranges (79) along which Sturt had said commercial traffic could pass to the anchorage behind Cape Jarvis and thence to a main depot at Nepean Bay (80). Alternatively, goods could reach the same destination in certain seasons via Encounter Bay (81).

It is not wished to emphasize unduly the importance of this particular aspect of the Company's motives for obtaining a foot-hold in Kangaroo Island, nor to represent the station at Nepean Bay as the master-key to the Directors' intended strategy in the new Colony. The whole question of the Murray commerce was conditioned, as we have seen, by far too many unknown factors to warrant any confident reliance on the outcome. The men at the helm of the South Australian Company were nothing if not practical, and it was no part of their intention to gamble extravagantly on the success of Kingcoats.

At the same time there can be no doubt that the considerations outlined above did enter into the plans of the Directors and substantially influenced them in the choice of Nepean Bay.

The three remaining advantages to be derived from the Island's geographical position - its situation in relation to the Gulfs, to maritime trade on the south coast, and to the Southern Whale Fisheries, are too obvious to need much elaboration. Possessing a fine harbour, and standing as it does across the entrance to one Gulf and close to the mouth of the other, the Island was well situated to monopolize the coastal trade of both, as well as to intercept the com-

merce of the other Australian Colonies passing to and fro along the south coast. It was hoped, also, that Nepean Bay would become the centre of a prosperous whaling industry, in which the Company planned to take the leading place. Here again, the Island occupied a strong strategic position, since the Gulfs and bays at that time provided one of the principal resorts for whales in the calving season.

Plans to exploit all these advantages were under consideration when the Company's first expedition left England. Whaling operations were to begin immediately on arrival at the Island, and boat-building, coopering, and refitting establishments were to be set up at the same time to meet the requirements of the whaling fleet and to prepare for the coastal trade. Other preparations, for a dock-yard, with a patent slip and for the construction of coasting vessels for trade with the other Australian Colonies were still in the paper stage.

It was intended to encourage seamen and their families to settle at Kingscote in the hope that a sea-faring population would grow up to meet local needs and provide a labour pool from which all vessels using the port might make recruitments.

If the best hopes of the Directors were realised Kingscote would become a kind of cross between New Orleans, Nantucket, and Bristol, but with a tradition and a reputation of its own. In this vision the Company were seen presiding, as the principal whalers, ship-builders, chandlers, and traders over the activities of a flourishing sea-port.

The vision was an attractive one, and the attempt to make it a reality was not relinquished without a fight.

45

135

1002

1. F. & S. P.14.
2. This, at any rate, was the understanding; but as a matter of fact Land Order No.438 was unique in that it represented a partial exception to the rule. Issued to the South Australian Company to provide land on Kangaroo Island it was of very questionable legality, and was the cause of endless inconvenience and expense.
3. F. & S. P.33
4. The reduction in price was effected by increasing the area of the sections sold for £80 to 134 acres.
5. See L.P.S.A. Chap.II; F. & S. P.P.12-35; Hist.S.A.(I) Vol.II Chap.III.
6. S.A.Co. R: First Report. Second Supplement P.17.
7. S.A.Co. P: P.P.33/34.
8. S.A.Co. R: First Report; P.13 (For tonnages see shipping list contained in S.A.(I). Facing P.
9. S.A.Co. R: First Report P.P.14/15.
10. S.A.Co. R: First Report P.21.
11. S.A.Co. M.(I) P.P.79/93. S.A.Co. R: First Report P.P.18/20.
12. S.A.Co. M.(I) P.P.79 & 82.
13. S.A.Co. M.(I) P.P.82/83.
14. S.A.Co. R: First Report P.P.17/18.
15. A.P. (S.An.Com.) P.76. G.F. Angas to Rowland Hill; May, 1835.
16. See, A.P. (S.An.Com.) P.161. Commissioners' Regulations 7th Jul., 1835; also, A.P. (S.A.Co.) P.21. First Annual Report of the Colonisation Commissioners for S.A.; 28th Jul., 1836.
17. A.P. (S.A.Co.) P.477. First Annual Report of the Colonisation Commissioners for S.A.; 28th Jul., 1836. Appendix IV Clause 4; also A.P. (S.An.Com.) P.160. Commissioners' Regulations; 7th Jul., 1835.
18. A.P. (S.A.Co.) P.477. First Annual Report of the Colonisation Commissioners for S.A. 28th Jul., 1836. Later raised to one person for every £20 expended. See L.P. P.37. (1839). These amounts £16 and £20 may be taken as the estimated costs of providing free passage for emigrants.

19. Compare A.P.(S.A.Co.) P.477. First Annual Report of the Colonisation Commissioners for S.A. Clause 41 and L.P. P.P.188/9. (1839) Rule (5).
20. L.P. P.P.188/9 (1839) Rule 5.
21. L.P. P.P.188/9 (1839) Rule 9.
22. C.O. 386/148 Embarkation Register - Land buyers' Emigrants 1836/40.
23. A.P. (S.A.Co.) P.P.273/200 Commissioners' Regulations.
24. G.F.A. Chap.V P.121 E. Hodder; letter dated 1st January, 1836.
25. S.R.B. P.P.135 & 139.
26. G.F.A. P.66. E. Hodder.
27. A.P. (L.B.) P.P.41/2. G. F. Angas to J. Smith (Brixham) 13th Oct., 1836.
28. A.P. (L.B.) P.P.42/3. G.F. Angas to J. Pirie, 27th Oct., 1836.
29. A.P. (S.A.Com.) P.76. G.F. Angas to R. Hill; May, 1835.
30. A.P. (L.B.) P.P.63/73. G.F. Angas to S. Stephens; 17th November, 1836.
31. A.P.(S.A.Co.) P.275. Employment Contract. See Appendix I
32. S.A.Co.L.B.(I). P.P.110/113. D. McLaren to E. Wheeler; 10th November, 1837.
33. S.A.Co.R. First Report. P.P.12/13.
34. Ibid.
35. A.P. (L.B.) P.P.63/73. G.F. Angas to S. Stephens; 17th November, 1836. It was probably this to which Leigh referred in 1837 when he spoke of a system of "favouritism which gave benefits to some and not others, and which he declared was a source of dissatisfaction among the men. See "Reconnoitering Voyages etc." P.74 seq.
36. A.P.(L.B.) P.P.63/73. G.F. Angas to S. Stephens; 17th November, 1836.
37. A.P.(S.A.Co.) P.P.275/7. See Appendix
38. S.A.Co.M.(I) P.P.52/3. 29th January, 1836.

39. See Appendix II
40. A.P.(S.A.Co.) P.277.
41. S.A.Co.L.O. E. Wheeler to D. McLaren; 18th September, 1837.
42. This figure does not include the families of servants or the crew of the "Emma", which was a chartered vessel. For the names of all members of the first expedition, see Appendix II
43. S.A.Co. P.79/80.
44. S.A.Co. P.84.
45. S.A.Co.L.O. E. Wheeler to D. McLaren 9th May, 1837.
46. O.P.C.S.A.
47. The angry protests made by Stephens, McLaren and others at the "mass of falsehoods" related by Capt.Sutherland indicates how heavy was the reliance placed upon his evidence.
48. O.P.C.S.A. P.51.
49. In a memorandum in the Angas Papers dated 8th February, 1836, the Island's residents are said to have consisted of 8 men (Europeans) and 16 lubras. A.P.(S.A.Co.) P.159
50. O.P.C.S.A. P.51.
51. O.P.C.S.A. P.55
52. O.P.C.S.A. P.P.34, 37, 38.
53. O.P.C.S.A. P.66
54. This was almost certainly the truth. There are well-authenticated reports that sealers and others obtained water at, or near, Point Marsden from the earliest times, and wells in the locality spoken of by Sutherland are still in use.
55. O.P.C.S.A. P.46, 55.
56. O.P.C.S.A. P.55.
57. *ibid.*
58. O.P.C.S.A. P.52.

59. O.P.C.S.A. P.64.
60. Flinders was prepared to give a qualified approval of the soil on the eastern shore of Nepean Bay. He writes: "the soil of that part of Kangaroo Island examined by us (the region around Kangaroo Head), was judged to be much superior to any before seen, either upon the south coast of the continent, or upon the islands near it, with the exception of some portions behind the harbour of King George's Sound...I thought the soil superior to some of the land cultivated at Port Jackson, and to much of that in our stony counties in England": T.E., Vol.I, P.172.
61. O.P.C.S.A. P.48.
62. O.P.C.S.A. P.60
63. O.P.C.S.A. P.P.39 & 40
64. O.P.C.S.A. P.65.
65. O.P.C.S.A. P.64
66. O.P.C.S.A. P.P.49 & 54
67. O.P.C.S.A. P.P.48/9
68. O.P.C.S.A. P.48
69. O.P.C.S.A. P.49
70. A.P. (F. & S.) P.49. S. Stephens to G.F. Angas 22nd August, 1836.
71. O.P.C.S.A. P.43
72. O.P.C.S.A. P.49
73. This suggestion may have helped to influence McLaren when he decided to base a shore party there in 1837.
74. A.P.(S.A.Co.) P.P.
75. O.P.C.S.A. P.49. Dr. Price (Founders & Pioneers P.P.172/3 relates the interesting information that Captain Dillon later complained in a letter to the Colonial Office that his evidence had been distorted by the Wakefield party who had suppressed the unfavourable portions of it. He asserted that he considered the Island totally unfit for settlement and in support of this, cited the condemnation of the place by Evans, the former Van Diemens Land Surveyor-General, who had visited it in 1803 or 1804 with a view to establishing a settlement there. The latter

report, Dr. Price says, though in the hands of the Colonial Office in 1834/6, never reached either the S.A. Co. Directors or the Commissioners!

76. F.P. (The paper is un-signed, but is attributed to Gouger).
77. S.A.Co. R: First Report P.P.6/7 & 11/12.
78. "The lingering fondness", as McLaren called it, of the Directors for the idea of Kingscote as a great seaport remained with them even after their best hopes had been dashed.
79. T. Exp., Vol.II. P.244.
80. T.Exp., P.P.245 & 247. (Sturt referred to "American Harbour").
81. T.Exp., Vol.II. P.244

CHAPTER II

The Location of the Settlement.

The settlement at Kingscote began much as it ended - unexpectedly. There was no bunting and no line of red-coats to mark the occasion with musket volleys. Sam. Stephens, the Colonial Manager, was rowed ashore in a dinghy, and landing near Reeves Point (1), was able to enter the satisfying note in his journal that he was the first emigrant to land in the new Colony (2).

The passage out had probably not been more hellish than most long voyages of that day, but this is saying little in its favour. Monotonous and unappetising food, stale water, vermin, cramped, stuffy quarters and mere tedium had combined to produce the idiotic squabbles with which emigrant ships were so often afflicted - and to add to this, drunkenness and insubordination.

The expedition had begun, inauspiciously enough, with a storm, which had forced the "John Pirie" to put back. The "Duke of York", avoiding the worst of the weather, had carried on, arriving in Hepscott Bay on Wednesday, 27th July, 1836, after a voyage of 153 days (3).

Even allowing for the discontents engendered by ship-board life the conduct of some of the passengers had been unedifying, and something of the petty strife, intemperance and contumacy which were to provide the key-notes in social and economic relations at Kingscote from its foundation almost to the time of its abandonment had already shown themselves. Conditions were much the same on the "Emma" and the "Lady Mary Pelham". On the latter the crew arrived virtually in a state of mutiny (4) and ready to leave the ship "en masse": while one of the mates, evidently a chronic inebriate, had managed to drink himself to death. The only deaths which occurred on the "Emma" were among the

livestock, many of them having perished during the fierce gales into which the vessel was unfortunate enough to run into. On both the "Emma" and the "Lady Mary Pelham" quarrels broke out between their respective Captains and the Company's Officers. Of the four vessels, the "John Pirie" alone arrived with a more or less orderly and contented complement.

In these circumstances it was probably fortunate for Stephens, and for everyone else, that the ships did not all arrive together. As it happened, the "Lady Mary Pelham" arrived three days after the "Duke of York" (5) and the "John Pirie" and "Emma", not until the 16th August (6) and October 5th (7). These intervals served to obviate at least some of the confusion by allowing the first arrivals time to select a site for the settlement and prepare for those still to come.

Stephens' first task was to search for a suitable place to locate the settlement; and on the 28th, after sending a working party ashore to erect a few tents and begin digging for water, he and some others set out to reconnoitre (8). From his own account, which is not very informative, he appears to have examined the Bay of Shoals ("the N.W. Shore of the Bay") (9) and the shore-line of Seal Bay as far down as the estuary of the Cygnet (10), following the stream into the interior to a distance of some twenty miles. Evidently he did not go much farther afield than this before deciding (about August 1st) to locate the station on Reeves Point.

It is curious, as the Directors later observed, (11) that he did not examine American River; but if he did not it was possibly because, on August 2nd, he met the renowned Robert ("Governor") Wallen and his friend Day, whom he stumbled on whilst exploring the lower reaches of the

Cygnets (12). Though Stephens does not say as much it is very likely that these two men, whose views he respected, gave him as much information as he needed about American River and the rest of the Island coast-line. At all events, since Stephens was reconnoitring when he met the islanders it is not unlikely that the question was discussed (13).

Wallen's flourishing little farm, greatly impressed the Company's people, and it no doubt suggested itself to Stephens' mind, as it did to Light's, that in view of Wallen's success in this district (the banks of the Cygnets), the Company's prospects there were promising. "They say", said the Surveyor General, writing of the islanders, "at their dwelling they are never in want; they have plenty of corn, good gardens, water, and all they require in the wild life they have by choice embraced. If, therefore, these men, without agricultural implements, and without the best knowledge of farming, can procure wheat, melons, cabbages, turnips, fine potatoes, rear pigs and poultry, what may not be done by an emigration of men professionally adapted?" (14).

Stephens could not help admiring the soil along the Cygnets River-flats; though, as he told Angas, what he saw of it elsewhere was not encouraging. Whether he realised at that time just how bad it was, however, is difficult to say (15).

On the 30th July, Beare and his well-diggers struck water near Reeves Point, and on the following day Stephens decided to locate the station there.

The unloading had already begun when, to the dismay of everyone, the water, which when first found had been excellent, suddenly turned brackish. It was an ominous sign; but Stephens was reluctant to alter his decision and notwithstanding the entreaties of Beare and the other officers to abandon the place he ordered the unloading to continue, directing Captain Morgan to land the water from the "Duke of York". Meanwhile, the well-diggers were set to work once more in another spot (16).

Apparently Stephens expected that an adequate supply of water was to be had on the Point - the first strike suggested

THE SITE OF THE COMPANY'S SETTLEMENT

Reeves Point, Nepean Bay

Point Marsden.

The Spit.

The Mulberry Tree.

Bushy Islet

Site of the jetty (obscured)



Reeves Point from the site of the Manager's House



Flagstaff Hill from the Mulberry Tree.



The Mulberry Tree, Reeves Point.

this - and that it was simply a case of trying here and there in order to find it. In any case, the failure of the first well was hardly a sufficient cause for quitting the Island.

Originally, Stephens' determination to remain at Reeves Point appears to have been subject to the condition of his finding water. "There is a great scarcity of water on this Island," he told Angas a few weeks later, "and the land is by no means good.... it is not, however of much consequence to us as I can soon remove to the main where the land is really excellent" (17).

His full intentions are not clear: in fact, he seems to have been a little hazy about them himself; but from what can be gathered his purpose was to remain at Reeves Point until he had definitely established whether or not an adequate supply of fresh water could be obtained there. In the meantime, if the supply of water became short, it could be brought from Point Marsden on the other side of the Bay of Shoals. If water was not found at the settlement he would remove to the mainland, leaving a small staff at the station to catch fish for the market and attend to the Company's ships (18).

Unfortunately for this plan, "removal to the main" was to prove more difficult than Stephens imagined. Affairs at the settlement later became so muddled, and the men so completely out of hand that removal to the main or anywhere else was impossible.

Stephens has been subjected to such a deal of criticism over his choice of a site for Kingscote - both in his time and in our own - that it is almost meddling with orthodoxy to defend him. Yet if Stephens' decision is considered in the context in which he made it, and if the problem is looked at from Stephens' point of view as Manager, instead of through

the eyes of subordinate officers or spectators, or in the light of later developments, then the case against him is not quite so clear as it has been made to seem.

Stephens had not long arrived at Nepean Bay before he found himself faced with a dilemma, and one which had to be resolved without delay.

It must soon have been apparent to him that with the exception of the harbour itself, which even surpassed expectation, Sutherland's glowing description of the Island was misleading. Other than along the Cygnet and in one or two patches here and there the soil near the Bay was poor to mediocre. There was not an "abundance" of water on the Island, and the first well had turned salty.

Now as we have seen, his instructions were to land "if found expedient and most advisable". On paper this looked simple enough but in practice the "expedient and most advisable" course was far from obvious.

When the first well failed his officers urged him to proceed immediately to the mainland. This he could easily have done, leaving a small party to continue the search for water. But it was all very well for Beare and the others to urge this: they had no responsibility for the consequences. Stephens could not claim that he had tested the "expediency" of remaining at Nepean Bay by sinking one well, or two, or a half a dozen wells. How could he have composed a letter to his employers explaining that having dug a few pits he had gone to the mainland, on the advice of his subordinates and a brace or two of runaway sailors, only to learn that adequate supplies of water had afterwards been found? What has often been overlooked by some of Stephens' critics is the simple fact that neither he nor his officers could possibly have known what supplies of water lay under the ground at Reeves Point without digging holes to see - and digging holes takes time (19). The fact that the Islanders had ridiculed Sutherland's fantastic stories about the "abundance" of water on Kangaroo Island (20)

did not relieve Stephens of the duty of conducting his own survey - and that properly. And lest it be said that it should have been obvious to him that there was no water on Reeves Point it is as well to know that it was still not obvious to the Company's officers in 1838, and wells were being dug at Kingscote almost to the time of its abandonment.

It was not simply a case of trying perfunctorily for water at Nepean Bay and passing on to the main. Stephens and his people were sent out in advance primarily to engage in whaling. As it happened, the Bay whaling season had been missed, but there was still time to "fish" for sperm whales and the ships had to be fitted - out as quickly as possible. On the mainland there was no known safe harbour(21) Nor did Stephens' scouts find one. Where, then, was he to go in order to unload the stores and equipment and get the ships ready for sea? As he himself said, he could not think of moving until he had found a better place for his operations(22) On this point his advisers seem to have been less informative.

His second alternative to settling at Nepean Bay was to suspend the unloading of the vessels until he had established with a reasonable degree of certainty whether adequate water supplies were available. But here again, if the circumstances are considered, the course was not straight-forward.

Discipline on the "Duke of York" had deteriorated badly on the voyage out. When she dropped anchor in the Bay there was ill-feeling among some of the Company's officers and the men were becoming intractable. Stephens was still reconnoitring three days later when the "Lady Mary Pelham" arrived with her tumultuous crew and passengers, and almost immediately trouble broke out on both vessels (23). Most of the crew of the "Pelham" were disaffected and ready to desert, and a number of the labourers and artisans were insolent and lazy.

This was how matters stood with the "Pelham's" and "Duke of York's" parties - and there were two more vessels to

come.

Given this situation it does not seem that Stephens could have allowed the seamen and emigrants to continue indefinitely "cooped-up" on board the ships or wandering idly about Reeves Point while he carried out a systematic search for water.

In a letter to Angas some five months later, Beare, who had earlier been one of the advocates of removal from Reeves Point, expressed the view that if Stephens had yielded to his advisers in this he would have involved the Company in heavy losses.

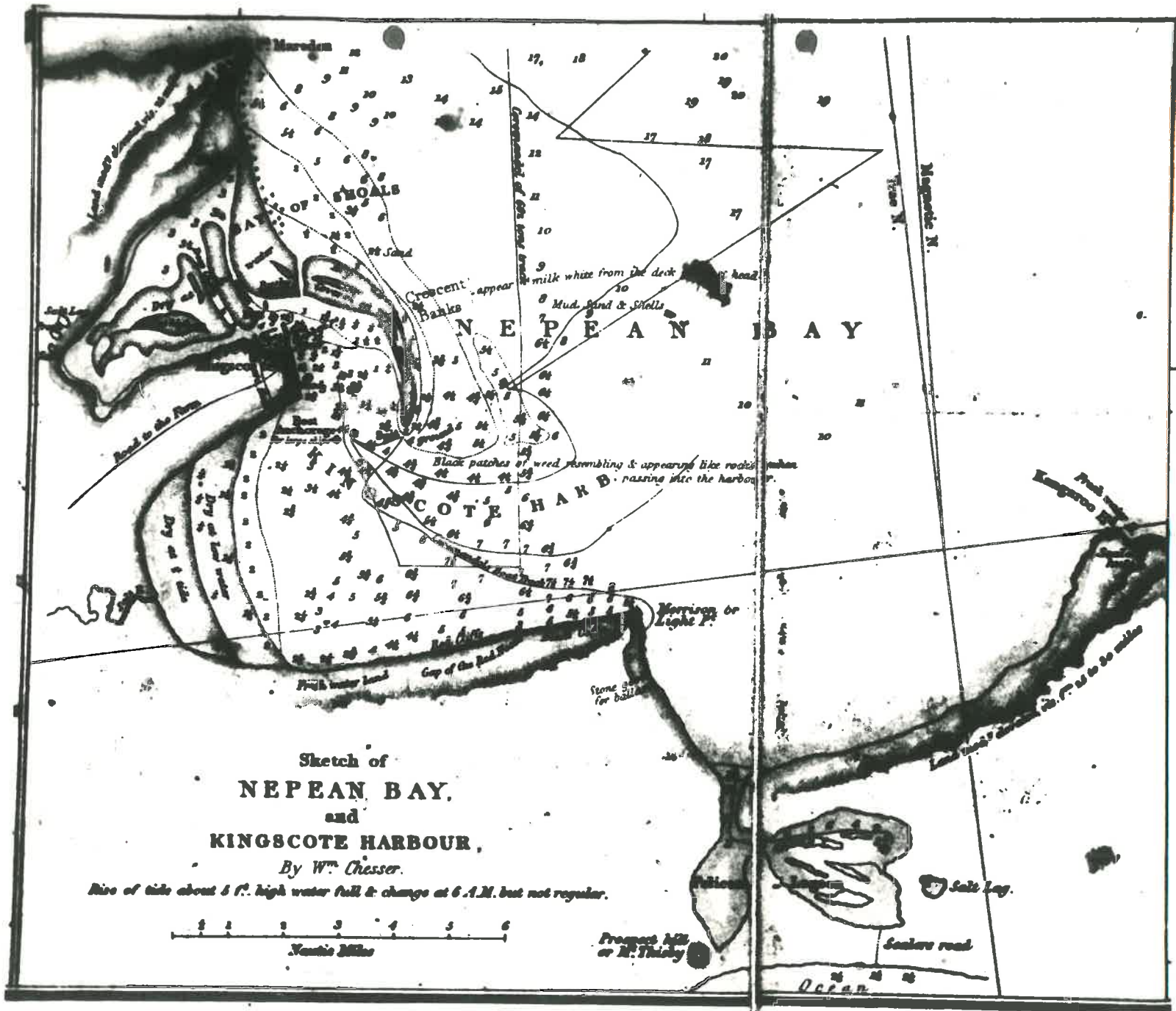
"I here admit", he writes, "I was for some time strongly opposed to it (the site chosen) fearing much the difficulty from the want of water, but... although the land on the main was represented as splendid, still the Surveyor General could not fix on a place near the sea for a Town; on their first arrival at Nepean Bay Colonel Light wished Mr. Stephens to go with them further down the shore.... Mr. Stephens thought it better to stay where we were. The three moves Colonel Light has since made would to us have been attended with ruinous expense, and ended in our being at this time about to think of settling.... I think you will admit Mr. Stephens acted wisely in not following the Camp." (24)

It is not intended to represent Stephens' decision to remain at Nepean Bay as necessarily the wise result of mature consideration. Sound judgment was not conspicuous among his attributes, and in those early weeks he does not appear to have known what his full intentions were. At the same time, it ought to be recognised that the "right" course of action was not quite so self-evident as it has been apt to appear in the light of later developments, and criticisms of Stephens' decision to remain where he was appear to rely for their strength too much on knowledge of the future which Stephens did not possess.

Finally, whatever the merits or otherwise of Stephens'

Sketch Map of
NEPEAN BAY
&
KINGSCOTE HARBOUR

(By courtesy of the S.A. Archives)



decision to remain on Kangaroo Island, one thing can be asserted with confidence: having made that decision, his choice of a site for the station was the best that could have been made at that time. And since his critics have not hesitated to question this it is worth considering.

The possible area within which he could have made his choice, granted the need for a safe, all-weather harbour, was conveniently narrowed down for him to Nepean Bay. He knew this much before he left England.

Of the three bights, inlets of which Nepean Bay is composed (25), Seal Bay (26), or a portion of it, provides the best facilities for the safe accommodation of shipping.

Eastern Cove (American River) contains navigational hazards for large sailing ships and is exposed, without the protection of a break-water, to the north wind. Though protected on all sides, much of the Bay of Shoals is unsuitable for shipping owing to its shallowness and irregular soundings, although Light observed that the available space in it could be increased by dredging (27).

In Seal Bay the area available for an anchorage is narrowed down to the western side, the eastern lacking the protection of the sand bar which stretches eastward from Shoal Point across the mouth of the Bay of Shoals to a point situated a short distance inside the entrance to Seal Bay. A glance at the soundings marked on the chart (p43) reveals that the water along the western shoreline shoaled very gradually; and though Light remarked that ships could anchor opposite the beach at a distance of one and a half miles (28) this was obviously less convenient than in the waters round the head of the promontory dividing Seal Bay from the Bay of Shoals, where large vessels could moor a quarter of a mile from the beach or even closer.

From the chart it might appear, then, that the best place for a settlement, since it is nearest the portion of water

marked "Best Anchorage for Large Ships", would have been the south-eastern spur of the promontory (Beare's Point). However, I very much doubt if this was so. I have examined the point myself with Stephens' purpose in mind, and there is little difficulty in understanding why it was not selected. The shore-line on both sides of it consists of low but jagged and precipitous cliffs. On the south side the beach is rather narrow and strewn in places with rocks and rubbish. Stores and equipment could not have been taken up these cliffs without the aid of a roadway (29) or the use of a block and tackle. In any case, so far as soil and water is concerned, the land in the immediate vicinity of Beare's Point has nothing to recommend it over the site chosen by Stephens (30).

For a little distance on the north side of the point the cliffs rise almost straight out of the water, their base being banked with rocks and stones. Further along, as the cliffs recede from the water-line they rise to a height of sixty or more feet, then diminish gradually until they reach a point somewhat over half way between Beare's Point and Reeves Point. Thereafter, the beach is flanked by an expanse of gently undulating land which rises in a gradual sweep to the crown of "Flagstaff Hill" (see photograph F. 38).

To anyone who has seen Nepean Bay it can hardly seem surprising that Stephens chose Reeves Point. It possessed a beach level with the land behind it. It was situated in the heart of the harbour conveniently close to the best anchorage. There was sufficient space on it for the erection of dwellings, workshops and store-houses; and the soil was suitable for growing vegetables.

The main disadvantage about the site was that the shallows extended for some two or three hundred yards from the beach - a circumstance which was found to hamper very greatly the landing of cargoes. But in spite of this drawback, which was admittedly a serious one, Stephen's

selection of a site for his station was the logical one if he wished to take the greatest possible advantage of the harbour's facilities. It is not an accident that the principal township of Kangaroo Island is today situated within easy walking distance of its older name-sake.

1. On an early chart (see P. 43) Reeves Point is marked "Stephen Point". But it does not appear to have retained this name for long. To avoid confusion, therefore, it will be referred to in these pages by the name it bears today.
2. A.P.(Q.S.) Saml.Stephens' Journal; 27th July, 1836.
3. For a list of passengers on the "Duke of York", see Appendix II
4. A.P.(Q.S.) Saml.Stephens' Journal P.14; 16th August, 1836.
5. A.P.(Q.S.) Saml.Stephens' Journal; 30th July, 1836.
Confusion over the dates of departure and arrival of some of these vessels is almost incredible. No two authorities seem to agree on all of them, and some differ by a space of several days. For this reason I have thought it advisable to quote my own sources of information.
6. A.P.(Q.S.) Saml.Stephens' Journal; 16th August, 1836.
7. F.& P. P.173.
8. A.P.(Q.S.) Saml.Stephens' Journal; 28th July, 1836.
9. A.P.(Q.S.) Saml.Stephens' Journal; 29th July, 1836.
10. A.P.(Q.S.) Saml.Stephens' Journal; 28th July and 2nd August, 1836. The greater inlet of Nepean Bay is not named either on the chart on (P. 43) or on modern maps and charts. For purposes of reference therefore, I am adopting Peron's name for it.
11. S.A.Co. LO. E. Wheeler to D. McLaren 1st September, 1838
12. A.P.(Q.S.) Saml.Stephens Journal 2nd August, 1836.
13. In his journal on the 24th August, Stephens writes: "I am tolerably certain I cannot find a better (site than Reeves Point) on the Island. How he could be "tolerably certain" of this without going to see for himself can only be explained by assuming that someone told him.
14. S.A.Co. R: Supplement to the First Report. W.Light to (G.F. Angas?) 23rd August, 1836.
15. A.P.(F.S.) P.49 Saml.Stephens to G.F. Angas 22nd August, 1836. In May, 1838, Stephens was prepared to condemn almost all the land on Kangaroo Island as useless "for commencial purposes" and "quite as bad as land" owing partly to the cost of clearing and partly to the lack of water. See: S.A.Co. K. Saml.Stephens to J. Morphett; 14th May, 1838.

16. A.P.(Q.S.) Saml.Stephens' Journal 4th, 5th & 6th August, 1836.
17. A.P.(F.S.) Saml.Stephens to G.F. Angas, 22nd August, 1836. He must have had this news from the islanders as he had not yet sent off a party to examine the main.
18. A.P.(Q.S.) Saml.Stephens' Journal 14th August, 1836, also A.P.(F.S.) Saml.Stephens to G.F. Angas, 22nd August, 1836.
19. A particularly long time in this case, since, owing to lack of space the pick-axes had been left behind in England vide. A.P.(Q.S.) Saml.Stephens' Journal P.13, 15th August, 1836.
20. A.P.(F.S.) Saml.Stephens to G.F. Angas; 22nd August, 1836.
21. Capt. Martin did not find the Port inlet until the second week in September.
22. A.P.(Q.S.) Saml.Stephens' Journal; P.16 24th August, 1836.
23. A.P.(Q.S.) Saml.Stephens' Journal; 2nd August, 1836.
24. A.P.(F.S.) P.P.167/170. T.H. Beare to G.F. Angas; February 1837.
25. On some charts and maps Eastern Cove (usually confused with American River which opens into it at its south-western corner) is not treated as a part of Nepean Bay; on others, it is treated merely as one of three features in a major configuration. See Chart, P.43
26. Most maps and charts neglect to name the large central bight either inferring by the nomenclature that it alone is Nepean Bay, or else that it includes one or both of the other inlets (i.e. Eastern Cove and the Bay of Shoals). To avoid confusion, therefore, it is intended to call it here by the name given to it by Peron, viz. "Seal Bay".
27. S.A.Co. R: Supplement to the First Report. W. Light to (G.F. Angas?) 10th September, 1836. On the chart provided with the Supplement to the First Report an area of about 3 square miles on the north side of Reeves Point is shown as sounding between 2 and 4½ fathoms, and separated from it by a broad shoal at its north-eastern end are a further 2 square miles or so of deep water. Apparently it was this to which Light referred.
28. S.A.Co. R: Supplement to the First Report. W. Light to G.F. Angas(?) 10th September, 1836.

29. Since the foundation of Queenscliffe (modern Kingscote) a road has been driven down to the jetty at the tip of Beare's Point.
30. It is interesting to note that for many years one of the principal sources of Queenscliffe's water supply was situated not in the town itself but at Reeves Point. The "Council Well" as it is called is still there though now disused.

24 cm

CHAPTER III

The Settlement at Kingscote

1466 June
= 4/4

4)24(4

"I trust the present movement will lay the foundations of a new kingdom in truth and righteousness."

G. F. Angus.

10/10 June
H. H. C. H.

"There is a wine-shop on this island, and the proprietor, I believe, is the only contented man in the place."

W. H. Leigh.

June
10/10
H. H. C. H.

10/11 *Sumis*
*etc.*24 *am**first line 10th. p. copy.**full
over*

Before entering into a discussion of events connected with the Kingscote settlement itself it is worthwhile first of all to reach some sort of acquaintance with the character and background of Samuel Stephens. For Stephens' personality - his "peculiar disposition and temper", as McLaren phrased it was in many ways so extraordinary, and its affect upon his contemporaries so marked, that without some understanding of it the trend of the Company's affairs under his regime is not properly intelligible.

□ Stephens' business association with Angas began in May, 1835. At that time, having it seems already gained Angas's favour, he applied through him to the Colonization Commissioners for the post of Assistant Surveyor. His application was rejected on the ground that he was insufficiently qualified; whereupon he offered his services to Angas in the event of the latter making investments in the Colony.

□ Angas must have thought highly of his talent and enterprise because he accepted the offer and entrusted him with the important duty of acting as his London agent. Thereafter, the two co-operated closely and with such success that by the end of the year Angas was convinced that Stephens possessed the qualities needed for the management of the Company abroad. He recommended him to the Board of Directors, and on the 22nd December Stephens was appointed Colonial Manager. He was then twenty-seven years of age.

Many of those who knew Stephens, including a number of his enemies, agree that in certain respects he was extremely talented - Giles, who could hardly be counted among his friends, even going so far as to say that he was one of the cleverest men he knew (1).

It is easier to produce general testimony to the brilliance of Stephens' attainments than to say precisely what they were. He seems, however, to have had a very sound theoretical and practical knowledge of agriculture and animal husbandry, and his obituary in the "Register" of January, 1540, describes him as having possessed among other things "an excellent judgment of the nature of land,.. a great quickness in observing all the minute circumstances that could cause local variations in any particular part of a district", and as having "displayed equal power in taking a comprehensive and generalising view of the whole" (2).

This description of him was probably accurate, for there exists a good deal of evidence suggesting that he was imaginative, and quick in his perception of significant details. It was Stephens who, when the regulations for the sale of lands were promulgated, first noticed that the Commissioners had at the last minute inserted a word in one of the clauses which changed the sense of it so as to preclude the Company from using any of their 102 Preliminary Land Orders to pay for Special Surveys.

That he was knowledgeable and a good judge of land values

is evinced among other things by the extraordinary subterfuge resorted to by McLaren to gain access to his notes on the country lands after his (Stephens') dismissal; and by the fact that his services were esteemed by land agents of the calibre of John Morphett - with whom, incidentally, he was travelling as an adviser and co-purchaser at the time of his death.

As Angus's London agent, Stephens was in the thick of the manoeuvrings and intrigues which characterized the negotiations leading to the sale of lands and the formation of the Company, a circumstance which must have equipped him with a background of knowledge of a special kind invaluable for his work as manager.

His correspondence with Angus during that period suggests that he was also a highly capable and experienced business man, with a good grasp not only of the principles of business practice, but of the more intricate subtleties of banking and finance.

On this impression, however, his performance in the Colony throws considerable doubt - revealing at the same time certain inconsistencies in Stephens' behaviour which illustrate how difficult it is to form a just and accurate estimate of his abilities.

Stephens was supposed to be a competent business man, yet, some of the blunders and omissions committed by him in the Colony are those of a veritable tyro. From certain of

his transactions it would appear not only that he was ignorant of some of the more elementary conventions of commercial dealing, but that he failed to understand the procedures by which public companies operate.

In one of his despatches he airily announced that he thought he would be unable to account for about £350, but he was thankful it was not more, because he had been so busy and harrassed by the cares of management that he had been unable to attend to the books (3).

The affect of this upon Angus, moving as he did in a business world accustomed to keep its books correct to the nearest penny, hardly needs description. What so shocked him, perhaps, was less that the accounts were in arrears than that his manager could treat the matter so lightly, and speak of a deficiency amounting to the best part of a thousand pounds as though it were a mere "bagatelle".

The state of the accounts, as a matter of fact, was more serious than Stephens gave his employer to understand. When Stevenson visited the Island at the time of the Royal Commission in February, 1837, he learned to his surprise that no regular cash book had been kept, and that the slip of paper on which notes of payment and receipt were jotted had been lost (4). McLaren, on his arrival, found that

such accounts as there were had been entered on scraps of paper or in little note-books (5).

Stephens' claim that he had been too pre-occupied with other matters to attend to the clerical work was probably true up to a point. With the exception of Beare he seems to have had little enough help from his officers, and to judge from the reports of McLaren and others, his two clerks, Hare and Schreyvogel, were dilatory and generally unreliable. Hare, moreover, in a letter to Angas, dated December 1836, makes the surprising statement that he had been prevented from opening a set of books owing to Birdseye's refusal to surrender the accounts and bills of lading; and that in any case lack of shelter from the sand which blew about the settlement made clerical work almost impossible (6).

Even McLaren had to admit that Stephens' task had not been easy:

8/9/40
240

"And when the difficulties which he (Stephens) has had to contend with are considered, of which no person who has not been on the spot can form an idea, I am satisfied that more has been done in several respects ... than could be expected. When you consider the multiplicity of Mr Stephens engagements and the necessity of his having been so frequently from home - when you reflect that there is only Mr. Hare here acquainted with keeping books, and that a great proportion of his time has been occupied on the beach receiving cargo etc. and learn that we have not yet a counting house, and only one desk in the new store about 3 feet long or so you will not be surprised to learn that the books are greatly in arrear (7)."

On second thoughts, delivered in a letter to Wheeler some six months later, McLaren was inclined to regard Stephens

and Hares' neglect of the books as "grossly improper" notwithstanding the "difficulties" (8). But whatever the circumstances, Stephens made no serious effort to justify or explain his conduct to Angas. Instead he left him with the impression that his Colonial Manager looked upon arrears in book-keeping and the loss of £850 as matters barely worth a mention.

On another occasion Stephens informed Angas that he was preparing to draw on the London office to the extent of £12,000, and neglected to accompany this staggering news with a word of explanation (9). He seems to have been either unaware or careless of the fact that his advice of drafts on London should be accompanied by details, setting out the direction and purpose of his expenditure; and for months after his arrival the astonished Directors received bill after bill for sums totalling many thousands of pounds, which they were obliged to meet on the due dates with scarcely the vaguest notion of the reasons for which they had been drawn (10). By the end of December, 1837, his bills on London totalled £14,220, for the greater part of which he failed to supply details.

What exasperated and alarmed Angas as much as anything was Stephens' apparent calm assumption that the Company's resources were limitless and that the raising of additional funds involved nothing more complicated and delicate than a circular to the shareholders.

In the face of evidence like this it is difficult to avoid the conclusion that Stephens' skill and experience in business were less real than his London correspondence would seem to suggest. But this inconsistency was not confined to his business transactions. The whole course of his proceedings, as Angus remarked, was filled with instances that cast doubt on his competence.

To Angus, hungry for detailed letters setting out lucidly and methodically the progress of affairs in the Colony, Stephens' despatches were bitterly disappointing. He not only wrote seldom, but when he did write, his letters were frequently short, and filled with complaints, vague generalities, and sometimes even nonsense. Some parts of his letters, in fact, were so absurd that Angus was afraid to show them to the Directors.

On one occasion, he reported on hear-say the existence of a river near Port Lincoln which was four miles wide at a distance of thirty miles from its mouth, and 120 feet deep. At another time he denounced Light in the strongest terms for favouring Jones' Harbour as a site for the capital, while confessing that he himself had never seen Jones' Harbour(11).

"You may very likely hear", he told Angus, "that I am headstrong and foolish but dont be alarmed - As soon as I can do it with safety I shall perhaps show that it is very profitable folly for our Shareholders."
(12)

Stephens convinced Angus of his folly readily enough, but he was less successful in persuading him that it was going to be profitable.

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"I have suffered so much pain anxiety and distress on your account", he told him, "as has had no sort of parallel in my experience ... You have levied such a tax on the confidence of the Directors as it is impossible for them to pay" (13).

To a large extent the explanation for these aberrations in Stephens' conduct is to be found in certain aspects of his personality.

In many respects Stephens was undoubtedly gifted, but he was unfortunate in possessing a character and disposition which tended to obscure his abilities and prevent him from making the most of them. Giles draws attention to this in a letter written to Angus shortly after Stephens' dismissal in November, 1837.

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"You could not have existed as a Company seven years under the management of Mr. Stephens ... he possesses talents of a very superior order, but he is so excited and high minded that he upsets his own best schemes before they can be matured.

His carriage towards those with whom he acted was calculated to excite jealousy and not conciliation, but the grand failing of all was his love of drink" (14).

Except, perhaps, for the prominence he gives to "drink" as a factor in Stephens' down-fall these observations of Giles go straight to the point. Stephens possessed an arrogant conceit of his abilities which not only blinded him to his limitations but earned him the dislike of almost everyone with whom he had to deal. For a man in his

position, having to control a large body of subordinates, many of whom were drawn from the most unruly elements of society, this failing was serious enough in itself. But its effect was further aggravated by an emotional instability, or immaturity, which found expression most notably in impulsiveness and what McLaren called "a hasty and tempestuous temper", (15) amounting on occasions to fury in which he seems to have lost all control of himself. His insulting note to Hindaaruk when the latter failed to supply him with police protection at Kingscote, his stopping of the wages of men who would not accept paper money, his part in the Blenkinsop affair, and his attempt on one occasion to overawe McLaren with a sword and a loaded pistol - all serve in various ways to suggest a tendency in him, when provoked, to act upon his impulses without any regard to the consequences.

Stephens' vanity and ungovernable temper made him many enemies, and as Angus said, marred the execution of his plans by arousing the hostility of those upon whom he depended for their success (16).

"I cannot have confidence in him uniformly maintaining collectedness of mind", McLaren told Wheeler, "nor can I or other officers of the Company, cooperate with him... he must be first not second - he must have the sole direction of any business, in which he is engaged and can admit of no coadjutor.

The first day I landed in the Colony, altho' the Sabbath day, I saw this and felt this" (17).

Stephens' vanity and rashness probably account for much that appears absurd in his letters. His over-estimation of

his own intelligence being matched only by his under-estimation of others' he seems to have assumed that any statements of his own, however "imprudently expressed", would be uncritically accepted.

His emotional temperament, and a certain naivety not uncommon in excessively conceited people caused him to reveal his character through his writings to a degree which a natural reserve and discreetness in most people makes uncommon. Stephens, in fact "gives himself away" to an extent to which, for example, his more cautious successors McLaren and Giles, did not.

His letters to Angus in London exhibit a good deal of the brashness and egoism for which he became notorious in the Colony; but they reveal him also as having been brisk in his manner, very energetic, and alert. His letters are full of exuberance and enthusiasm, and the crisp and rather dramatic wording of some of them - reporting the progress of this or that negotiation - makes them read rather like bulletins from a battle-front.

Stephens had a well developed sense of the dramatic, and tended to invest his activities, whatever they happened to be, with an air of bustling importance. His dramatic sense is very clearly illustrated in one of his letters to Angus reporting the argument between Howland Hill, Hindmarsh and himself over the Special Surveys (18). The controversy, which took place in Hill's office is recapitulated in

dialogue form, so that every cut and thrust receives its full value and significance. In the end, Hill is routed and the victorious Stephens is left in possession of the field.

This tinge of romanticism in Stephens lent a certain flamboyancy to his manner, which, when alloyed with his vanity made the latter doubly irritating to those he antagonised.

His desire for notoriety led him more than once to constitute himself an authority on subjects about which he had, in fact, little or no first hand knowledge. He proclaimed himself, for example an authority without peer on "the lands and waters" of South Australia (19) on the strength of a few months' residence in the Colony and information supplied mainly by others. In London he once wrote to Angas declaring that he had "carefully perused" Sturt's Survey, but that notwithstanding the latter's condemnation of vast portions of the Colony he himself was convinced of its fitness for settlement (20).

Stephens possessed a massive confidence in himself; and even when this was shaken he seems to have been able to rationalise the circumstances so as to preserve his self-esteem undamaged. "I thank God", he told his journal, at the most chaotic stage of the disembarkation, "I feel cool, collected determined and happy and doubt not we shall get all in good humour and better order before long" (21). On the evidence, as Dr. Price remarks, he had no reason to thank God for any

of these things. His plea to Angas to have confidence in his seeming "folly" is a product of that same tendency in him to believe implicitly in himself and in the superiority of his own wisdom and accomplishments.

His vanity and "cock-sureness" made him obstinate and unamenable to advice; and although he reacted strongly to any criticism, ridicule or slight, he was often extraordinarily tactless in his dealings with others.

Possessed of immense resources of energy and stamina he seems to have been happiest when actively engaged in enterprises demanding physical exertion and personal initiative. His short life subsequent to his dismissal from the Company was spent mainly exploring or on expeditions into the country to select lands (22).

His preference for active employment, coupled with his restlessness and impatience, may serve partly to explain his neglect of the accounts, and the brevity and paucity of his despatches. At any rate it is interesting to note that when McLaren arrived in the Colony Stephens left the whole routine of administration to him, devoting himself mainly to matters which offered scope for his talents - the selection of "Town Acres", the organisation of the Encounter Bay fishery, and the examination of the countryside.

Among his other temperamental weaknesses was a tendency to drink more than was good for him; and while this may

not have been, as Giles said, his "grand failing", it seems to have enhanced neither his conduct nor his reputation; and to judge from the comments of his contemporaries it materially damaged his power to control his men.

"Mr. Stephens' habits of intemperance and his personal conduct", Stevenson told Angas, "altogether have destroyed all hope of his ever being respected or useful to the Company". (23)

Hindmarsh was equally emphatic:

"I am sorry to tell you that Col. Light, Capt. Lipson and every officer and gentleman who have (sic.) visited Kangaroo Island ascribe the whole mischief to Mr. Stephens' intemperance and bad conduct." (24)

"How", Giles wailed, "can we expect a sober population at Kingscote with such an example before them?" (25)

Both the extent and effect of his intemperance, however, seem to have been rather exaggerated. It is probably not without significance that the loudest criticisms on this head come from his enemies. Deacon, writing to Angas in February 1837, made the "solemn affirmation" that in the four months he had been on the Island Stephens had never been other than "perfectly sober" (26). Henge said much the same, (27) and Hare, writing some six months after his arrival alleged that he had seen him "tipsey" but once. Beare admitted he had seen Stephens "a little elevated" on board the "Duke of York", but emphatically denied the charge that he was habitually intoxicated, and denied, as well, another rumour which seems to have had a wide currency, that he purchased large quantities of goods while drunk (28).

As to the actual effect upon discipline of Stephens' occasional lapses it is difficult to form an estimate. It could hardly have made the task of discouraging drunkenness among the men easier; and yet it is at least noteworthy that drunkenness was no less prevalent at Kingscote during the managements of McLaren and Giles - both strict temperance men - than it was in Stephens' time.

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ckc [— It was inevitable in a community like Kingscote, where the manager's supervision of his subordinates was close, and often direct, and where his conduct was likewise continually under their scrutiny, that his disposition should have been of more than ordinary importance in shaping the trend of affairs. Among his own men, many of whom would have been difficult enough to control in any circumstances, Stephens' tactlessness, conceit and impetuosity, and what Mrs. Stevenson described as his "wayward and fidgety temper" (29) produced a reaction which was anything but tranquil. And this not only among his own men. He managed one way or another to nettle almost everyone with whom he had to associate including all the most influential Government officials. Hindmarsh, Stevenson, Cougar and Strangways detested him.

It is easy, however, to exaggerate the effect of Stephens' conduct. It was exaggerated by many of his contemporaries, and in so far as his career has received

any sort of serious consideration since, he has been made something of a whipping-post. He made many enemies, and his reputation tended to suffer more than was just from gossip and tale-bearing which was not seldom malicious and unvarnished. The suggestion contained in the passages quoted above from letters of Hindmarsh and Stevenson, for example, that the disorganisation at Kingscote was due solely to Stephens' misconduct takes no account of certain disturbing factors over which Stephens had no control.

The drunkenness, insubordination and general discontent at Kingscote did not end when McLaren assumed control, but continued intermittently right up to the time of the settlement's abandonment. Disturbances occurred under the managements of McLaren and Giles which were comparable in violence with any that took place when Stephens was in charge, in spite of the fact that both of the former were in a better position to obtain assistance from the authorities than Stephens had been.

Journey's end, with emigrant ships, usually meant the parting of the ways for most of their passengers, and in particular, the parting of enemies. Emigrants went their several ways, and, becoming absorbed in the task of establishing themselves and making new acquaintances, soon forgot their ship-board animosities, or in remembering them, saw them as part of an abnormal interlude.

In the case of the Company's people, however, it was not so. They were all destined on arrival to form a small isolated community composed of themselves alone. There was to be no parting of the ways and no relief, for enemies and rivals, from contact with one another. On the contrary, they had not only to live together, but work together as well. Their mutual antagonisms, alliances and discontents were to be unloaded with them and carried ashore, along with their luggage and the rest of the impedimenta, where they were to be resumed, often with unabated vigour.

This circumstance is worth bearing in mind throughout the following pages, for more than a little of the disharmony of social life at Kingscote is to be attributed to it.

Conditions of living at the settlement, moreover, bore so much resemblance to those which gave rise to rancour on board ship that they tended not only to preserve existing ill-feelings but to foster new ones of the same general character. Uncomfortable accommodation, inadequate supplies of water, monotonous and often stale food, daily repetition of similar routines of work and leisure, lack of diversions, and lack of stimulus or variety from contact with strangers - these, to mention a few, were the influences which engendered many of the petty irritations and mutual antagonisms that helped to make life at sea wretched for emigrants, and from such influences as these, living conditions at Kingscote offered no respite whatever.

Immediately on arrival at Hepean Bay Stephens began reconnoitering, but the work occupied several days and it was not until August 1st that he finally selected Reeves Point as the site for the future settlement.

The delay could not be avoided, but it was unfortunate; for in the meantime, most of the passengers and seamen were obliged to remain aboard the ships. The enforced idleness did nothing to improved their tempers and in the interval, the general mood of discontent and rancour seems to have found an outlet in the growth of grievances against Stephens and the Company.

On August 2nd, when he still failed to give orders to disembark, but went instead on another expedition to the Gyngnet River, the disaffection became open rebellion, and he returned to find the crews and passengers of both vessels in a furor. He managed to pacify them to some extent, but on the following day the disturbances broke out again. This time the seamen presented him with an ultimatum stating that unless they received extra pay for landing passengers and cargo they would strike.

Stephens spent the whole day arguing and remonstrating with them, but was obliged at length to pay \$40 to the crew of the "Lady Mary Folham" and an additional fee of one Spanish dollar to each man for landing cargo, and \$50 to the crew of the "Duke of York". (30)

Landing operations began on the 4th August and con-

tinued until the 12th. Meanwhile, the men got increasingly out of hand. The cargoes were dumped on the beach and on the sandy flat behind it in the wildest disorder, and although Stephens managed to have most of the perishable articles gathered together under canvas the rest of the stores and equipment lay for long exposed to the weather and the pilfering of the seamen and labourers.

There was continual fighting on the ships and ashore, and on one occasion, Captain Ross of the "Pelham" and Birdseye the Superintendent of Flocks and Herds staged a fierce argument on the beach, urged on by a delighted crowd of their subordinates.

To add to the confusion the second well turned brackish and the harassed Stephens had to contend with the clamours of all hands to abandon the place. On the 14th August, following a drunken riot on the previous night involving most of the seamen and labourers, a mutiny broke out on the "Lady Mary Pelham". Four men fled the ship with their clothing and rations and the rest of the crew threatened to do the same unless Alexander Dawsey, the second mate, were taken out of her.

With all this Stephens had to cope practically single-handed as his three lieutenants, Birdseye, Schreyvogel and Beare were either unwilling or unable to cooperate with him. His senior officer, Birdseye, spent most of his time, according to Stephens, building himself a comfortable hut, and

refused to attend to his duties for more than a few hours a day. Schreyvogel, the clerk, remained sulking on the "Duke of York"; and Beare, the one capable officer Stephens had, was obliged to leave his duties soon after the landing began, to attend to his wife who had become demented on the voyage out.

Deprived of the assistance of his officers Stephens found himself unable to maintain discipline - the men doing more or less as they pleased.

"It is impossible to describe my feelings", he wrote in his journal, at seeing both officers and men act so much like villains and at finding myself left alone both by day and night to every description of care charge and management". (31)

From Captain Martin's letter to Angus it is evident that by the time the "John Pirie" arrived Stephens had lost almost all control of the situation.

"On my arrival at Hepean Bay I found everything in uproar ... the crews constantly on shore drunk with the labourers, not the least obedience shown to Mr. Stephens by Officers or Men, and I am sorry to say that unfortunately, Mr. Stephens had himself committed an error, by which he both lost his respect and command, and I am sorry to say that spirits was the sole cause of it... I did not know what to think or do - seeing nothing but Destruction to property and the cause ... Mr. Stephens was obliged to set the men to work himself, and the moment he was out of sight the work was don (sic) with seeing things in that state ... I was absolutely afraid to land the cargo". (32)

Fortunately the "Pirie's" complement were in an orderly state, and Martin was able to take the situation in hand. He removed all the hard liquor from the settlement, and after reconciling Stephens and his officers, persuaded

Stephens to leave the management of the men mainly to Beare. The worst of the offenders among the seamen and labourers were hailed before the manager and their agreements were read out to them, accompanied by a solemn warning.

(33)

With few exceptions the men went back to work and for a time the settlement quietened down.

Taken on the whole it was not a very propitious beginning for "the new kingdom in truth and righteousness". Most of the blame for the disorganisation has been placed upon Stephens, and certainly, to judge from the evidence, Stephen's role in it was not a minor one. He seems, as Martin said, to have sacrificed a certain amount of his prestige and authority with the men by excessive drinking; and there is reason to believe that the quarrels with his officers were due in some measure to his own conduct.

At the same time the difficulties of his situation should not be over-looked. The defection of his officers left him without advice or assistance at a time when he was most in need of it. He had, moreover, to deal with a very difficult body of men, well over half of whom were not, properly speaking, subject to his direct control. Of the 64 employees who arrived in the "Pelham" and "York" no less than 51 were seamen under the immediate command of captains Ross and Morgan, neither of whom seems to have been capable of

controlling his own men.

Stephens possessed authority and responsibility, but no real power. He had no powers of legal jurisdiction, and no constabulary. Nor was there, as yet, any executive authority to whom he could appeal. The enforcement of order was therefore impossible. Resort to force by him would have exposed him as manager of the Company to the danger of a legal action. On the one occasion, later on, when he ventured to take the law into his own hands by arresting a rioter he exposed himself to a charge for unlawful detention.

The order established by Martin was precarious and short-lived. Discipline soon deteriorated, and within a few weeks the settlement was disturbed once more by the first of a series of incidents which ended with the setting up of a Royal Commission on the 9th January, 1837, to enquire into "the Lawless State of Society on Mangaroo Island". On Saturday, the 25th September, Stephens married Charlotte, the sister of Thomas Beare, and, with a flourish that was characteristic of him, he ordered Beare to issue a quantity of rum free to all hands to mark the occasion.

The result was a riot of such violence that Stephens was compelled to appeal for assistance to Funnis and Lipson, who were encamped at the Commissioners' Depot near the mouth of the Cygnet River.

The latter intervened, and at Stephens' instigation,

arrested William West, the ring-leader, placing him in custody aboard the "Oygnat", where he remained until Hindmarsh's arrival in December (34).

In applying to Finnis and Lipson for aid Stephens alleged that the disturbance had arisen mainly as a result of a sale of spirits at the Commissioners' store on the 25th September. The charge was denied, and when the Commission of Enquiry sat, in the following January, Stevenson and Strangways took the matter up with special instructions from Hindmarsh to give it the fullest investigation.

From the general evidence submitted at the Enquiry it is clear that the chief, if not the only, source of spirits at the time of the riot had been the gratuitous issue made in accordance with Stephens' own instructions - Beare in his testimony admitting that he had himself supervised the distribution from the Company's store (35).

Stephens' reasons for attempting to place the blame on the Commissioners can only be conjectured. But whatever they were the incident, especially when the full details became known served greatly to discredit him, and Hindmarsh took advantage of the scandal to omit his name from the Commission of the Peace.

The riot of September 25th was occasioned by Stephens' issue of grog; but it was also a symptom of a general discontent which was growing up among the men at the conditions

in which they were obliged to live and work. By September, lack of fresh provisions and water, inadequate shelter, high prices, disease, boredom and disillusionment had already served to stir the Company's people to a ferment of unrest.

Shortage of fresh water remained a source of grievance throughout the whole period of the settlement's existence(36). Numerous wells and tanks were excavated in and near Kingscote, and at least one bore was put down, but reliable supplies were never found nearer than Point Marsden, some five miles across the Bay of Shoals.

Water had therefore to be brought to the settlement each day in a boat, or by means of a raft of barrels (37).

The means of distribution seems to have varied from time to time, according to the conditions of supply and demand. In the early months it appears to have been rationed free of charge, because in a letter written to Angas in November, William Austin Deacon, the storekeeper, states that the men were then receiving two quarts a day for all purposes (38). Later on, however, when the service was better organised, rationing came mainly to depend upon a charge per gallon.

In view of the dissatisfaction caused by shortage of water it is surprising that the Company did not make more of its opportunities to improve the service. Rigger boats were later used, but nothing was ever done at Point Marsden to

facilitate the loading there, which, until the end, involved the laborious process of man-handling the water butts from the well to the boat, over a distance of about a hundred yards of beach and shallows. A pump and conduit could have been installed at very little cost, as Wheeler once remarked, and would have saved an immense amount of labour; yet nothing of the kind was done.

The neglect in this seems to have been part of the rather short-sighted parsimony which so often cost the Company more than it saved, through the bad feeling it created among the men. (39)

Labour in the water-boat service, which was regulated by a roster system, was a fatigue the men hated, and tried as much as possible to avoid.

"A fertile source of reasonable discontent", wrote Stevenson, "exists in the fact that fresh water must be brought from a distance of six miles and every man is required to pull in a boat by turns that distance. He is allowed rum indeed when so employed but this only makes him utter when drunk what he might be content with thinking when sober..." (40)

The question of water as it affected the Company's relations with their servants will be taken up later on in this chapter, and also under a separate heading. In the meantime it is sufficient to note that during the first few months, the ration per head amounted to little more than the minimum necessary for subsistence.

For several months after the arrival of the first ships, living conditions remained primitive in the extreme. The

proper housing of the men was delayed by the necessity, among other things, of clearing the scrub from Reeves Point, and of building stores to protect supplies and equipment.

The delay was further aggravated by the absence of timber suitable for building. Under the impression that large quantities of standing timber would be available for this purpose (41), the supplies of sawn deals etc sent out with the first expedition were sufficient only to meet immediate needs. On arrival, however, the Company's sawyers and carpenters found themselves confronted with species of timber to which they were unaccustomed, with the result that they had to spend time experimenting in order to find the best means of processing and using it. The trees in the neighborhood of the settlement, moreover, were mainly tea-tree and stunted scrub, which Stephens condemned as "not worth a rush for building". (42)

Two of the ships had to be sent off to Van Diemen's land as soon as possible to obtain further supplies of sawn timber. Meanwhile, the men were constrained to live, as Menge said, "like gypsies", in tents and ramshackle hutments of their own contrivance.

Details about living conditions in the early months of the settlement are few and scrappy, but such as there are leave a general impression of discomfort and squaller.

Inadequate shelter and the restriction of water to a few quarts daily for all purposes may well have had some

bearing on the wide incidence of trachoma. Writing to Angas in December, 1836, Hare remarked that "almost everyone" had been suffering from what he called "Aegyptian Ophthalmia"(43)

This was almost certainly trachoma, or sandy blight, an infectious virus disease affecting the eyes. As the virus breeds in decaying organic matter the risk of infection is increased by dirty living conditions and lack of personal cleanliness.

Among the grievances given prominence in the Report of the Commission of Enquiry was that relating to prices and wages. On this head there was a wide-spread conviction among the men that the London office had deceived them. They said they had been told that prices in the Colony would be only slightly in advance of those prevailing in England, and that if any general rise in prices occurred their wages would be adjusted accordingly. Their complaint was, that whereas the prices charged at the Company's retail store were well above those at home - and had been from the beginning - they had received no corresponding increase in their pay. (44)

The London office, on the other hand, flatly denied the mens' allegations, claiming they had told them no more than that articles dutiable in England would "probably" be cheaper in the Colony, and other articles "probably dearer".

"I regret to perceive", Wheeler told Stephens, "that both yourself and Mr. McLaren encourage the opinion that

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our servants have been misled (sic) at this office by erroneous statements about the price of provisions etc.- Pray give us credit for a little common sense and consider whether it be likely with the knowledge of the value of sheep in the Australian Colonies we should inform people they could get 'mutton at 2½ per lb' etc. We try to be most particular not to say anything which can induce people to form such ideas. If they say it be so I deny it and remark it may suit their imagination to fancy such things but they are false for the best possible reason - want of knowledge." (45)

Whatever the truth of the matter the conviction in the men that they had been misled remained, and seems to have confirmed by every batch of new arrivals until at least as late as the middle of 1837.

"When appealed to", said Beare, "their only reply was, they had been deceived, their pay was much less than that of the Commissioners' men, who had 12/- per week and their rations, and at the same time their store-keeper was selling their provisions below cost price, this of course rose dissatisfaction in the minds of our men, but I am happy to say the steady family men who must naturally feel the high price of provisions have made but little complaints beyond that of being told by someone at the office, that they were to have their provisions at cost price Mr. Stephens has in every way endeavoured to meet these difficulties by allowing me to give these men piece-work to encourage them that would work." (46)

As the general level of prices, when Beare wrote this, was computed in one estimate to be about 50% in advance of that current in England, it seems a little doubtful whether the piece-work allowed to the "steady family men" could have formed a very sensational contribution to the general welfare. (47)

The dissatisfaction over prices was further increased in mid November, 1836, when Stephens, in spite of strong protest from the men, again increased the prices of bread

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and flour by a 1d a pound, on the ground that prices were reported to be rising in the other Colonies.

In the circumstances, as the Commissioners later remarked, this action was tactless and short sighted; for while it may have avoided the loss of a few pounds at the store it increased the distress and resentment of those upon whom the interests of the Company ultimately depended.

In December, dissatisfaction among the men was further provoked - again unnecessarily - by certain measures of Stephens to enforce the acceptance of wages in the form of promissory notes.

To avoid the expense and inconvenience of shipping large quantities of specie to the Colony for the pay list, the Company provided Stephens with "neatly engraved notes for small amounts" (48) which he was instructed to use as far as possible in paying the men their weekly wages, until such time as bank notes and specie became available locally. The promissory notes were to be exchangeable for commodities at all times at the Company's retail store, and twice a week for cash; or, if the amount were sufficient, for an order on London. It was hoped by this means to overcome any prejudice the men might have against being paid in kind. (49)

Shortly after arrival at Kingscote, Stephens approached the men with the proposal that they should accept the notes in lieu of coin, but finding them disinclined to do so he let the matter drop until the following December. (50)

PROMISSORY NOTES
of the
SOUTH AUSTRALIAN COMPANY

(By courtesy of the S.A.
Archives)

Part of the mens' reluctance to accept the notes arose from the fact that they were not accustomed to paper money as a medium of exchange. The notes, as McLaren said, were small, and easily lost or torn, and, as some of the men were illiterate they tended to be suspicious of them. (51)

It must also have occurred to them that, as the notes were negotiable only at Kingscote, they could not very readily use them to purchase articles from visiting ships - that in fact the only place where they could ever be certain of exchanging them for money or commodities was the Company's store. Though the notes were exchangeable there twice weekly for cash, the system possessed some of the features of truck, a mode of payment which, among English workmen of the nineteenth century, bore an extremely ugly reputation (52).

Early in December, Stephens decided to put the system into operation and ordered Beare to pay the men in notes. Most appear to have accepted them, but some refused and became abusive; whereupon Stephens, determined not to be beaten in the matter, ordered reprisals which were as harsh as they were arbitrary.

S. Stephens to T. Beare

"I understand from you that ... some 5 or 6 individuals ... thought proper to refuse to receive their wages except in British coin, and that too in a manner so exceedingly disrespectful and insulting, that I feel I should not be doing my duty to the Company ... were I not to visit them with some mark of my displeasure. I therefore direct that from such .. as .. refuse these notes in payment of wages, you stop (in addition to the sum you usually detain) the sum of 7/- towards advances for which each individual is indebted to the Directors,

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and that you continue to do the same weekly until either they receive notes or have paid back their advances with interest.

If any servant of the Company who has had no advance, nor is otherwise indebted ... should refuse their notes in payment of wages, I direct that ... you refuse to pay him or them any wages at all, and I am fully prepared to abide by the consequences." (53)

The severity of the measures was not only out of all proportion to the occasion, but exceedingly dubious from a legal stand-point. The men were not under an obligation to accept anything for their services except legal tender, and the Company's promissory notes were not this. Moreover, as the system enabled the Company to invest at interest, for the duration of the time it was withheld, any cash which would otherwise have been disbursed immediately as wages, it could only avoid having the character of systematic robbery if the men themselves were willing accessories to it.

Apparently the "consequences" were serious enough. How many men were actually penalised is not known, but they were probably not more than a dozen or so in number. The Report of the Royal Commission, however, mentioned that one man had had as much as 10/- docked from his wage of 16/- and described the fines as one of the principal causes of the disturbances at Kingscote.

There was a good deal of truth in Whesler's remark to Hare on one occasion, that "the very different position of the settlers to their accustomed habits in England "would

tend to shorten their tempers (54). In accounting for the attitude and conduct of the Company's servants more than a little allowance must be made for the unsettling effects of migration, and for the stresses imposed on them by the need to adjust themselves to a totally new and in many ways radically different environment.

"You are I am sure aware", Beare told Angas, "that at first commencing business in a new Colony we have to contend with a great many difficulties and customs the men have been used to in England ... The materials we had were of such a nature that the men knew not their qualities ... to augment which we have a climate they have not been used to which makes them languid and peevish, again the absence of vegetables and fresh provisions, with but little novelty and recreation after the first day or two - all these things combined tends to make them restless." (55)

Underlying much of their "restlessness", also, was a feeling of deep disappointment, and a conviction that they had been the victims of a hoax, or conspiracy. It was not only that their circumstances at Kingscote contrasted strongly with those to which they had been accustomed, but that they were different - vastly different - from what they had been led to expect, or had imagined for themselves.

Many arrived with erroneous ideas about their future existence, some of which - like the belief that they were to have their provisions at cost price, and that they were to be given houses immediately and free of cost on land already cleared - could hardly have originated anywhere but in their own minds.

Although each man's pre-conceived notions about life in

the new Colony differed it is evident from the scraps of information contained in private and Company correspondence that the general view was unduly optimistic.

Emigration for most of them had meant escape to a new world of hope and opportunity for self-advancement - a release from drab surroundings, monotony and economic insecurity. This was what the propagandists had told them it meant. A few years hard work, the exercise of frugality, prudence, and the other virtues useful in money-making, and any man could expect to find himself on the way to riches, or at least comfort and security. Leigh's depiction of the emigrant's hopes and fears is a little sentimental, but it contains more than a grain of truth:

"The feelings that take possession of an emigrant during the long and tedious voyage are various and conflicting; the hopes that buoy him up; ... the recollection of his separation from the land of his sires, ... and of his early associates and friends - .. He draws largely upon the bank of futurity, his ideas of the undertaking are visionary and poetical; he cannot view it in any other light than a pleasant one." (56)

Stimulated by the rosy pictures of Colonial life painted for them in books, broadsheets and pamphlets, their ears still resounding with the inspiring platitudes and sanguine predictions of lecturers and after-dinner speakers, and yet pitifully ignorant - most of them - of the real hardships awaiting them in the "el dorado", it was something of a shock for the Company's people to find themselves dumped on an island at their journey's end, amid a confusion of high prices, low quality food, chronic shortages and squalor,

and with little prospect of escape for at least three years.

"There is no water, no land, nothing but drunkenness and demoralization" (57). Stevenson's picture of life at Kingscote was a little on the gloomy side, but it is characteristic of the comments of a good many who visited the island in the early months - and of some of the residents as well. "All is Mutiny among our Labourers", wailed Deacon, "and the greatest dissatisfaction prevails ... Captain Nelson having introduced Spirits, men are continually drunk and will not be spoken to on business" (58). Gouger, who arrived on the "Africaine" with Deacon described affairs at the settlement as chaotic.

"On ... arrival ... at Kangaroo Island .. Mr Stephens came on Board not so much to pilot the vessel as to have the first word with any persons who might be on Board likely from their station in the Colony to afford him assistance. He described his men as being in a state of mutiny; his life had been repeatedly threatened; the store and his house to be fired... He deemed it necessary always to carry firearms about him and one man who was represented as being a ring leader had been placed by Captain Lipson in arrest on board the *Cymet* to be delivered over to the Governor on his arrival ... Of the insubordination of the men I had ocular proof in several instances... Dissatisfaction, impertinence drunkenness appeared to be the rule." (59)

According to reports he had received from Lipson, Gouger said, the dissatisfaction among the men was to be traced to "the folly and gross misconduct of Mr. Stephens". Hare's description of the state of affairs was similar to Gouger's.

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"In as bad condition as was the Emma and ourselves when we arrived here I found the settlement in a perhaps still worse condition Mr. Stephens was away on the Main. Mr. Beare and Mrs. Stephens received me very kindly. The men that they brought out with them have some of them been the most infamous in previous character and present conduct. Mr. Stephens Mr. Beare and myself have had our lives threatened and been obliged to walk about with pistols in our hands and pockets...."

"As soon as our men could erect a store (a green bush house) the Emma's cargo was landed, and the first day I began that business the man Capper on my directing him in a most civil way, to perform certain duties, replied in such profane and filthy language - threatening my life that Mr. Stephens discharged him, for a whole week after that Mr. Stephens Mr. Beare and myself were obliged to have a guard at night, and perform our various duties in the day with loaded pistols in our pockets Capper, Neil, Chadwick and Tindall I found to be most desperate ruffians - of whom we were in daily fear - and Wash, Hastings and Mitchell extreme blackguards joining with others but not going to the same lengths. Various accounts of Mr. Stephens conduct were given me by these men which I disbelieved from their own exceeding bad character.

Six or seven of the Emma's crew Hutton, Barnet, Howland, Palmer, Thompson, Lyne Cranfield, and others joined the men previously mentioned - and they held meetings formed societies etc. to coerce Mr. Stephens their first rule being to strike one and all when a man was discharged for any cause whatever and refuse to work until he was again employed." (60)

Birds-eye, the Superintendent of Flocks and Herds, here described as "a desperate Blackguard" and the "nucleus of all the villians in the place." (61)

In the early months the quantity of liquor in the settlement seems to have varied with the comings and goings of emigrant ships and trading vessels from the other Colonies. By the close of the year, however, the more enterprising settlers had discovered a profitable avenue of employment for their spare cash and energies in hotel keeping, and a

fairly constant supply of spirits - and inebriates - was ensured by the appearance of grog shops. (62)

"Drunkenness and demoralization" were perhaps not as universal as Stevenson's remark would seem to suggest, but the drinking was nevertheless heavy enough to cause frequent disturbances.

Hare's observations on this head provide some notion of the extent of the drunkenness, although being a fervent temperance man (a "bottle" as the Kingstons called abstainers) it is possible that his picture of conditions might have been a little highly coloured in places.

"The Grog shop established by Captain Nelsons means thro Wm. Wilkins Mr. Douglass Labourer has been the fruitful source of much drunkenness and evil. 3 Sabbath since we held a coroners inquest upon and buried Wm. Howlett verdict found drowned - this was the first fruit of it and ten days afterwards, the Grog shop with every article the owner possessed was burned to the Ground. My tent was set on fire by the same accident. We have since been compelled to watch the Compy's property by night 1 officer and 2 men being always on the 'qui vive' ... the most fruitful source of evil is the Grog House now Kept by Saml. East Sr. the Wheelwright."

"You will have some idea of the extreme demoralization of the place when I tell you that I have seen 14 Men dead drunk at one time - with such intractable and brutal materials you may easily imagine how much must be borne and suffered, and how little could be accomplished - No Sabbath was kept except as a day of drunken revelry - and debauch - On my speaking to Mr. Stephens on the necessity of such observance - he told me that he had tried to do so, but that Mr. Birdseye - not assisting him - and the bad dispositions of the men opposing it he had been obliged to give it up." (63)

In his journal Stevenson makes the surprising statement that Stephens was alleged to have had a hand in the liquor trade himself.

"It is said he has established a public house; and cannot get the man to whom he gave the direction of it out of it since he has displeased him." (64)

Stevenson does not name the source of his information, but it was almost certainly incorrect. At the time he made the entry in his journal there were two vendors of liquor in the settlement, apart from the Company: Hallet, a private merchant, and East, a Company employe. Both later gave evidence at the Court of Enquiry and were subject to interrogation by Birdseye and Nash, who detested Stephens heartily. If there had been any truth in the rumour repeated by Stevenson it is unlikely that Birdseye and Nash would have allowed it to pass un noticed. Stevenson moreover, as one of the presiding magistrates, and himself no lover of Stephens, was in a unique position to probe the truth of the allegation for his own satisfaction if he really thought there was anything in it. As it was, the question of Stephens' private connection with the liquor traffic was not even raised. In fact, the only hint of such a connection anywhere at all, so far as the writer is aware, is that supplied by Stevenson in the passage quoted above.

The Commissioners did not suggest that Stephens was privately interested in the liquor trade, but they did blame him for most of the drunkenness in the settlement; and as their conclusion seriously affected both Stephens and the Company the evidence for it deserves some attention.

The Commissioner's statement was as follows:

"Referring Your Excellency to the evidence, we consider it to have been established, that .. Mr Stephens himself has from time to time made a practice of selling rum and spirituous liquors to the servants of the Company; and that in quantities from a dram-glass to a gallon, and that the greater number of instances of intoxication and disturbance in the Island have been the consequence of Mr. Stephens' own imprudence in sanctioning so disgraceful a practice and taking no decisive steps to put a stop to it while in his power to do so." (65)

Examination of the evidence on which the Commissioners' conclusion was based reveals it as justified only if the submissions of Birdseye and Nash are given preference to those of other witnesses where any doubt occurred.

Birdseye declared that when he had been in charge of the store it had been the practice to sell spirits in quantities from "a 2d. glass to a gallon", and Nash, who had been his assistant, affirmed that this was so.

Beare, Hare, and Stephens, however, stated that although liquor had been freely sold prior to the disturbance which occurred on September 25th, very little had since been re-tailed. Beare alleged that the only regular issues of rum from the store were those allowed to the boat crews. He also said that Stephens had given instructions that the men were not to be allowed more than a bottle of rum a week. Birdseye denied any knowledge of such instructions; but Walland, an Islander in the employ of the Company, said that as far as he knew, the men were each allowed up to a pint and a half weekly.

Beare also stated that one of the only reasons why

liquor was now sold at all from the Company's store was that the men became truculent if refused, and said also, that a good many of the disturbances that had taken place were due to the refusal to sell spirits to them except in small amounts. Hallet, the merchant, on the other hand, admitted that it had always been his practice to sell liquor in unlimited quantities and that he never sold it in smaller amounts than a bottle at a time.

On the whole it seems reasonable enough to suppose that at least some of the drunkenness in the settlement was due to the sale of spirits at the Company's store, but how the Commissioners managed to conclude, simply by reference to the evidence before them, that sales by the Company were responsible for "the greater number of instances of intoxication", is not clear. On the evidence no such conclusion is possible. The Commissioners may have had their own reason for preferring the evidence of Birdseye and Nash, but as Birdseye and Nash had been dismissed in September for insubordination and gross mis-conduct it is not easy to guess what those reasons could have been.

On a common sense view the Commissioners' conclusion does not seem very plausible, since if correct, it is necessary to suppose that for months on end Stephens had been the chief contributor to a state of affairs which was making his administration impossible and his own life wretched.

It will be clear enough from the foregoing pages that the state of the Company's affairs at Kingscote in the early months was not due - as Hindmarsh, Lipson and others insisted - simply to "the intemperance and bad conduct of Mr. Stephens". The sources of grievance were numerous and many of them permanent. If the men chose to misbehave there was little that Stephens could do to prevent them, and considering that for five months after the arrival of the first ships there existed no civil authority within 600 miles or more of Kingscote the marvel, perhaps, is less that there was so little order in the settlement than that there was any order at all.

Nor was the situation much improved when Hindmarsh arrived. Met by Lipson at Port Lincoln with the news that Kingscote was in uproar he avoided the place and went on to Holdfast Bay, (66) where he was regaled with further accounts of Stephens' perfidies by Gouger and others.

Stephens' name naturally enough, was omitted from the Commission of the Peace; and when Stevenson and Strangways furnished their Report on the state of affairs at Kingscote, Hindmarsh, to mask his disapproval, intimated that he would enter into no further communications Stephens except through the medium of his brother Edward - the latter having just arrived in Adelaide as cashier of the Company's bank. (67)

About the middle of January, an address, signed by several of the Company's officers and twenty-six of the men,

was sent to Hindmarsh asking that Stephens be appointed a magistrate and that some effective measures be taken to restore and maintain order in the settlement. (68)

Stephens was not appointed, but the Governor promised to assign a magistrate to the island as soon as one could be found willing to live there. (69)

The promise was more easily given than redeemed, however, and the settlement remained without a magistrate until McLaren himself was appointed shortly after his displacement of Stephens as Colonial Manager in October 1837.

Meanwhile, law and order in Kingscote was represented - if not very successfully enforced - by three special constables appointed from among the men.

By March the Directors had begun to receive alarming intelligence of the Company's affairs in the Colony, and especially of the conduct of their manager. Letters arrived from Company employees and others which left them in no doubt that if the Company was to be saved from ruin Stephens would have to be replaced without delay.

The first news seems to have come from Birdseye and the men Stephens had dismissed for insubordination. Angus was out of London at the time, but Wheeler sent the news on to him

"there are complaints of Mr Stephens, who is described as a complete drunkard - we have this contained in a

letter from young Schreyvogel, the Clerk, in another from a person of the name of 'Capper', and in another from J. Neal and H. Mitchell, all in our employ and there is too much appearance of truth." (70)

The letters from Gouger and Captains Morgan, Ross and Martin were hardly less frightening.

"Having stated ... what I believe to be the prominent facts", wrote Gouger, "may I venture to you an opinion. You will doubtless at once change your Colonial Manager, let me advise you to appoint a man who has been in the habit of command of managing men in numbers, the controlling of masses of human beings is an act requiring an education of a peculiar kind." (71)

Fortunately for the Directors a suitable replacement for Stephens had already been secured in the person of David McLaren.

McLaren, who had joined the Company as Commercial Manager in August the previous year (72) had already left for the Colony on board the "South Australian" so there could be no question of inviting him to take control; the only thing the Directors could do was to instal him as Colonial Manager and trust that he would accept the appointment.

At a meeting of the Board on the 17th March, it was resolved:

"That a power of Attorney be sent out immediately .. to Mr. McLaren to take the entire charge of the Company's affairs in South Australia and that the powers given to Mr Stephens be revoked." (73)

The information sofar received was sufficient to convince the Board that Stephens could not be allowed to continue as Colonial Manager, but they were reluctant to dismiss him altogether until they had received an official report on

his conduct from McLaren. At their next meeting, therefore, it was resolved:

"That Mr. McLaren be empowered to retain Mr. Stephens in a subordinate capacity, provided his conduct should justify that procedure, and .. that steps be taken to make known in the neighboring Colonies the concentration in Mr. McLaren of the management of the Company's affairs." (74)

McLaren's power of Attorney was drawn up on the following day and despatched, along with covering letters of advice and instruction, on the first available ship. (75)

McLaren had not been "in the habit of .. managing men in numbers", and his lack of experience in this field later caused him some inconvenience, but he more than made up for the deficiency by his skill in other respects.

Angas, who had known him for some years, thought so highly of his character and talents that he hailed the acquisition of his services as a major triumph not only for the Company but for the Colony at large.

"I am confident", he told Hindmarsh, "you will find in Mr. McLaren one of the most experienced and intelligent supporters. This gentleman proceeds to the Colony with the most perfect confidence of the Board of Directors and it is considered a great acquisition to the Company and to the body of the intelligent men in the Colony... He has been a most extensive merchant and has traded with every quarter of the globe ... and in common with his fellow citizens of Glasgow I entertain for him the highest respect... I am so fully convinced of the value of his services to the Colony that if I had been the instrument of obtaining no other benefit to South Australia than the introduction of this gentleman and the benefit of his labours, I should not have lived in vain." (76)

McLaren's services were not obtained easily. For some

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time prior to his appointment as Commercial Manager he had acted as the Company's agent at Glasgow and Clyde-side - including Port Glasgow and Greenock (77); but until Angas approached him in the latter months of 1936 he had had no intention of entering the Company's service as a full time employe - much less of going abroad for them. On the contrary he had, as Angas said, "an extensive and profitable business" of his own. He was comfortably off and married, with a family; and being 52 years of age he had reached a stage in his life when most men of his means were thinking of retiring. Nor did the prospect of living in a new Colony appeal to him. His notions of colonial life were so gloomy that when he did go abroad he left his wife and family - except for his son David - at home in Glasgow, to avoid exposing them to what he imagined would be a demoralising experience.

In fact it was only after a great deal of thought, and heart-searching, that he eventually accepted Angas' offer. Although he asked for a salary "considerably in advance" of his present income, by way of compensation, he was at some pains to point out that "pecuniary considerations" would not by themselves have induced him to accept the post. His principal motives were moral and religious. He had accidentally involved Angas in certain financial losses some years previously, and he was anxious to redeem the obligation by performing a service for him. But even more important was

his view of the undertaking as a "call" by Providence, and as a "duty", therefore which he could not in conscience ignore.

... "I have all along considered it in the light of duty and did I see it to be Duty I trust I should have the grace given to me which would enable me to make any requisite sacrifice and to say with the prophet 'Here am I. Send me'... What are the inducements? I do not need to go to Australia or to leave Glasgow, for a livelihood. I do not need to leave Glasgow, for a scene of usefulness... If I should go to Austa, it may be from a conviction of duty - and ... if I finally determine on not going, you may be convinced that it is not my Duty to go - but my Duty to remain at home." (78)

McLaren's emphasis on "Duty" was prompted by certain tenets of his religious persuasion to which he adhered with the deepest conviction. His early training had been for the Presbyterian Ministry, but after studying at Glasgow University he had adopted a commercial life. (79) Into this field he took the disciplines of his faith, applying its precepts to his activities with a vigour and completeness which was no less thorough than Angas himself attempted.

Like Angas, McLaren made no clear distinction between religion and business - or for that matter, any other activity. In common with the other off-shoots of Calvinism his faith emphasised heavily the view that the Christian life could and must be lived, not by treating worldly activities as alien or irrelevant to the life of the spirit, but by tireless concentration on the task of using the opportunities they offered for the glory of God. For McLaren, as for Angas, the ideal was a society which "seeks wealth with the

sober gravity of men who are conscious at once of disciplining their own characters by patient labour, and of devoting themselves to a service acceptable to God." (80)

"The removal of Mr. S.S. from the situation of "Colonial Manager", he wrote on receiving the news, "has produced an important alteration in my official situation. My first desire is that I may have His Love and Strength and Grace from on high, according to my merits. My second is that I may be enabled to conduct the affairs of the Co. under Providence to a profitable issue, and may enjoy the approbation of the Directors, and especially of yourself as Chairman, the approbation of my Conscience, which I pray may be regulated by the divine Word, and above all, the approbation of God. May I labour, that whether in a more elevated, or more humble station I may be accepted of Him, remembering that I must appear before the judgment seat of Christ to receive according to the deed done in the body. May I find Mercy of the Lord in that day." (81)

Once convinced that his "duty" lay in the acceptance of a post with the Company Melaren threw himself into the tasks of his office with a zeal and determination which spared neither himself nor anyone else in what he believed to be the interests of his employers. Angus's confidence in him was not disappointed. "An indefatigable manager", as Randall once said of him, "prudent and of first rate ability, never losing sight of the main object, profit." (82) His concentration on "the main object" was sometimes a little too intense even for the Directors, who were obliged now and then to restrain him from over-reaching himself to the detriment of the Company's health and popularity; but it was a failing which they did not find it hard to forgive.

Methodical, pains-taking and extremely conscientious

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McLaren left as little as possible to chance in his undertakings, and unlike Stephens he attended to the minor details of his administration with as much care as he lavished on the broader features of it; with the result that whatever he planned was usually sound.

McLaren's disposition provided a striking contrast in almost every respect with that of Stephens. Where Stephens was rash and excitable McLaren was cautious and sober; and where Stephens was extravagant and conceited McLaren was abstemious and self-abnegating. But if Stephens was a victim of his vices McLaren suffered to some extent from his virtues. His cautiousness sometimes caused him to miss opportunities, and his desire for strict economy degenerated more than once into short-sighted parsimony.

McLaren generally adhered most rigidly to his principles, but he tended to be intolerant of those whose values and notions of right conduct were different from or inferior to his own. He was "a sharp shrewd Scotchman", says Mrs. Watts, in her memoirs, "a clever man of business" and "a good man, of that there can be no doubt, though somewhat straightlaced and puritanical in his religious views. Indeed he was not unlike one of those stern old covenanters we read about in history, and might have sat for the portrait of even the renowned 'John Knox' himself, so saturnine was the expression of his face, and so averse was he to every species of recreation and merriment". (83) His intellect was rather narrow

and his outlook, parochial. A pious and industrious Scottish bourgeois he neither understood nor allowed for the behaviour of those whose differing social milieux had produced in them an outlook foreign to his own and to the circles in which he moved. More than a little of his aversion to the Company's German employees was due to his distrust of aliens as such. The heavy drinking and rough language and behaviour of the Company's whalers and seamen shocked and mortified him, but he never paused in his denunciation of them to wonder whether, considering the hard and dangerous lives they led, he could justly expect to find much refinement of manners in them.

Whatever qualities were needed for the satisfactory management of seamen and labourers McLaren was deficient in them, nor did his nature allow him to discover and cultivate them. Such men disgusted him. He despised them as "the dregs and off-scourings of the earth", and when the ordinary methods of discipline - the tart note, the threat of dismissal, prosecution or pay-out - failed to bring them to heel he was at the end of his resources.

McLaren made his blunders from time to time, but he pulled the Company's affairs together in the face of extraordinary difficulties, and considering his over-all achievements as manager his shortcomings and errors were not significant.

When McLaren arrived in April, 1837, the settlement was beginning to take shape and the housing of the men and equipment was improving, although matters were still behind-hand.

The building of houses had been delayed owing to the lack of sawn timber and the need to clear the heavy scrub from Reeves Point. Some stores were erected, but all hands were still living in tents and makeshift dwellings of various kinds until as late as the end of December. (84)

By the following month some twenty acres of scrub had been cut and burnt off, and as sufficient quantities of timber had by then arrived from Tasmania it was expected that most of the men would be in possession of small cottages within two months. Writing in mid-February Deacon mentions that several houses had been erected for the men and that the attached gardens had already been planted with "culinary articles" by the vegetable-hungry occupants in readiness for the next rains. (85)

"Although we have not made very great progress", wrote Beare, "...the point is now cleared and the greater part of the land fit for culture so soon as the framed houses are ready. Mr. Stephens house is nearly finished, a strong framed store with lofts over, is in a very forward state, 82 feet long 22 feet wide, the want of this on our first landing had caused a serious loss to the Company. We have likewise two good shops for the Boatbuilders and Wheelwrights with a forge in the latter ... Mr. Breeze who came out on the John Renwick has commenced building a lime kiln there being plenty of limestone and timber for building the same. We have likewise plenty of good brick earth, when the season arrives the men

will commence brick making." (86)

The stores and workshops were located on the flat between Flagstaff Hill and Reeves Point with Stephens' house overlooking them, but most of the cottages were built along the sea-front for several hundred yards on either side of the spit at the tip of the Point. By deploying the huts in this way Stephens seems to have thought he was securing the water-frontage for the Company - a mistake which later cost McLaren a great deal of anxiety as it was found that the water-front for some distance above high-water mark was automatically reserved for the Crown. (87)

An interesting glimpse of the settlement as it was in April, 1837, is given by W.H. Leigh in his book "Reconnoitering Voyages". Leigh was surgeon on the Company's barque, the "South Australian", and so arrived with McLaren.

"The aspect of Kingscote at the time of our landing was thus:- Before us were the hills, on the slope of which lies the town. These hills, are covered entirely with wood, having, from the sea, the appearance of impenetrable jungle, with here and there a group of dead trees, rearing their gaunt and withered limbs above their fellows. A little patch had been cleared at the slope of one of these hills, and there stood a solitary white cottage, the property of S. Stephens Esq. On the brow of the hill, looking down a steep precipice into the sea, were some half dozen wooden huts, which contained farmer emigrants, on the beach was the skeleton of a store-house then under erection, around which were four or five huts built of rushes..."

In the centre of five or six gum trees was a canvas tent (Beare's) very much like an eating booth at a country fair; before it was a fireplace made with a few stones, and a pot swung a la gypsy. There

SKETCH OF KINGSBOTE

From

THE TIP OF REEVES POINT

By

CAPT. R. C. FROME - CIRCA 1840

(By courtesy of K. Travers Barrow)

In box of views.(from negatives in possession
of K.T.Borrow) in Archives office.

was on a bench, which ran along the front, a pigeon house with its inhabitants; there were also two or three native parrots cawing away; agricultural implements etc., and all around you were his poultry. The tent was upon a kind of stage...

After our rambles we were invited to dinner with S. Stephens Esq., where we were introduced to a very elegant drawing room, the windows of which commanded a fine view of the Bay and part of the Island." (88)

Stephens' house was completed about the middle of April and was the first of four substantial brick and stone dwellings erected at the settlement (89). The other three were built shortly afterwards and were occupied by the remaining officers and their families. A large brick and stone building was also erected for use as a boarding house - a kind of temperance hotel, which it was intended that Deacon should superintend. But for no clear reason Stephens located this on the other side of the headland near Beare's Point at a site so distant from the settlement that it was occupied for only a brief period by the Giles family on their arrival in October; after which it was abandoned and was later destroyed by fire. (90)

The settlement progressed rapidly in the early months of 1837 although most of the men seem still to have been without houses when McLaren arrived. The emigrants from the "South Australian" were obliged to erect tents in the scrub and McLaren stated that their accommodation was superior to the others!

"No part of the cargo ... was more serviceable than

the tents," he told Wheeler, "- even with the supply we had we had more trouble than enough in getting the passengers all satisfied ... I am much pleased to see that by the Schah a similar quantity of tents has been sent ... let it be distinctly mentioned to every emigrant to whom you promise a House, that (it) cannot be expected on their landing and that till a House be got ready for him he must contentedly put up with such accommodation as can be afforded him." (91)

The supply of suitable accommodation for the men never overtook the demand while the population of the settlement was increasing - that is, until about the middle of 1838. McLaren was still urgently applying to the London office for tents by every available opportunity in January, 1838 which means that, at this time, he foresaw no alleviation of the shortage during the current year (92). As it happened, the problem solved itself during the second half of the year through the reductions made in the labour force; but until then the shortage remained a standing grievance with the men.

The majority of the Company's servants appear to have arrived in the Colony under the mistaken impression that they were to be provided with cottages and half-acre plots-- immediately on landing, and that they were to receive these unconditionally. This belief seems to have arisen from a mis-reading of their contracts; for ~~as we have seen~~, the latter stated merely that employes were to receive half-acre plots on which they themselves might erect houses; and that the occupation of such land and houses was to be rent

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free for the duration of service subject to the good behaviour of the occupant.

In practice, however, the discontent was so serious that Stephens and McLaren seem to have been obliged to waive the charges on cottages and tents even after the occupants had been given possession on the clear understanding that they were to pay rental. The following two extracts from despatches are typical of many which might be quoted to illustrate the kind of bickering that occurred persistently during the period from July, 1836, to about July, 1838, on this head.

"Your observation as to Tents and Rent for Tents etc. have my best attention - but we find it impossible to collect Rents even for some Cottages occupied by the worthless etc. - all of whom plead that they were promised a House and half an acre of Land rent free and when they have been located even in a tent and fenced and cultivated a piece of Ground it is hard to turn them away without compensation - although when possession was given it was distinctly told it was but temporary... If you send more articulated Servants do not fail to send Tents with them ... We may have the means of ~~sheltering~~ sheltering them otherwise - but the probability is, we shall not." (93)

"I understand from you that Hernan objects to work because he has not been furnished with a house, to be occupied free of rent. I beg to refer you to his engagement, wherein it is expressly declared that it is 'any buildings which he may erect thereon' that he is to be permitted to occupy 'free of rent', not that the Company are to erect buildings and give the use of them rent free. And I would remind you that Hernan has had since his arrival, rent free, the use of a tent belonging to the Company which he has perverted to the sale of Ardent Spirits ... If you wish to engage labour on the understanding that cottages are to be supplied rent free you must do so entirely on your own responsibility." (94)



At the time this note was written the discontent on the question of accommodation was such that the whole body of boat-builders and ship-wrights --including their Superintendent - were threatening to quit the service of the Company. (95)

"I wish to avoid ... magnifying the difficulties of my situation", McLaren told Angus, after nearly a year spent struggling with affairs at Kingscote, "-- but I assure you my Dear Sir, I can hardly overstate them - And those who have been accustomed only to the regularity of things at home - and to a state of Society in which, if a servant disobeys orders etc. you can dismiss him. - and get another in his place - in which Law and Right rule can be enforced, can not form an idea of the difficulties encountered in a new colony. Workmen and Labourers of every class knock off work/- ^{for a hundred of reasons} inferior provisions - Want of Crog - Want of Houses - etc. etc. And in general the employers have to give way ... and see fellows that dont earn half their wages getting the advantage at all hands." (96)

Evidently "the regularity of things" depended notably upon an effective police force and a pool of unemployed labour. The first was certainly lacking at Kingscote and the second was wanting throughout the Colony as a whole. In June, 1837, John Morphett stated that the total of assisted

emigrants was not above 600, of whom only about 350 were adult males - a labour force which he declared was "not one-sixth part so many as (were) required". The result - a disastrous bidding up of prices and wages. (97)

The writer cannot vouch for Morpeth's figures, but there was a good deal of substance in his conclusion. The shortage of labour, and the stimulus this gave to the inflationary rise in prices contributed very largely to the upset of the Company's carefully planned indenture system. There was no keeping men to engagement which bound them to accept wages on which they literally could not live. In February, 1837, prices were already between 50 and 100% above those current in England, and they did not fall below this range in the following year. ^(97a) As most of the Company's servants originally engaged for wages slightly above those prevailing in the various trades in England agitation for appropriate increases usually began soon after they arrived. It is not surprising; the Company contracted with unskilled and semi-skilled labourers for wages ranging from 14/- to 20/- a week, and with tradesmen, for 20/- to 30/- or 40/- a week (98); but in December, 1836, common labourers were getting as much as 30/- a week on the mainland, and a good carpenter could get 50/-. In June of the following year labourers were receiving as much as 36/- a week. In January, 1838, blacksmiths, joiners and bricklayers etc. were

being paid 60/- to 90/-; most tradesmen could obtain at least 10/- a day, and the least efficient and industrious labourers were able to get 5/- a day (99). Thus, most of the Company's servants arrived in the Colony to find their agreed rates were but half, or less than half, the prevailing local rates. Writing to Angus in November, 1837, Giles told him that 18/- a week was not a living wage in Kingscote, and advised him to raise the rates of labourers to 24/- or 25/- and of tradesmen, to 35/-. (100)

McLaren was forced to admit that the agreed rates were drastically inadequate and he seems to have made adjustments almost automatically as fresh batches of emigrants arrived.

"The engagements as to wages", he told Wheeler, "are necessarily set aside almost as soon as the Emigrants land. In the Case of Many the Wages stipulated would not support life." (101)

Although he declared the prices of food and clothing to be "outrageously high" the increments he allowed from time to time do not appear to have been equally sensational. In fact, the most constant theme in the history of relations between labour and management at Kingscote is the struggle over wage levels.

A burden to wage earners on the Island, and a source of constant grievance, was the necessity of paying for drinking water. Estimates of the weekly consumption per head are given in another chapter (102) so there is no need to enter into the question here, except to say that the weekly

cost for a family of three could hardly have been less than 2/- to 3/-. If more than a gallon a day per head for all purposes were used by the same sized family, say two gallons, the weekly cost would have been nearer 4/- to 5/-.

From repeated assertions of it in Company correspondence and elsewhere it is clear that most, if not all, the servants and officers came out under the assurance that prices in the Colony would be only slightly higher than English prices; and most, in spite of Wheeler's denial of it (103), claimed to have received this assurance from the London Office. Germein, for example accused Angas personally of having misled him: "Our wages was so low we could not live with it .. you .. said provisions would be as cheap here as at Plymouth." (104)

"The price of provisions", McLaren told Angas, "is so different from what was represented by the Co. in London and in the publication entitled 'South Australia' that I do not wonder at the dissatisfaction and yet while such high prices are paid by us for provisions in the neighboring colonies we cannot without sustaining a loss even approximate to the prices which the immigrants expected." (105)

Although the Company's store enjoyed a virtual monopoly of the retail trade on the Island there is no evidence that advantage was taken of this to charge inordinately high prices. But as most supplies had to be transported from Adelaide and the other Colonies either by private traders or by the Company in their own vessels prices at Kingscote tended to be somewhat higher than on the mainland. In

October, 1838, Giles stated that the difference in the price of meat alone was costing him about \$15 a year - meat being 3d. lb. dearer in Kingscote than in Adelaide. (106)

High prices, the tendency of wage levels to drag behind those prevailing on the mainland and in the other Colonies, the burden of water charges, and the inferior conditions of living and working compared with those in Adelaide kept the Company's servants in a constant state of discontent. Almost anywhere one cares to dip into official despatches relating to the settlement, from 1836 onward, one is met with much the same depressing spectacle of strikes, desertions and recrimination.

Leigh's comments on the plight of the emigrants at Kingscote are less than fair to the Company in some of their particulars but they reflect the climate of opinion faithfully enough."

"Their tents this day" (8th May, 1837) are all up and inhabited; and in the evenings... it is amusing to walk among them and hear the news. You will then see a batch of them sitting round a huge fire, and discussing the politics of the island. From all that I can collect, I do not find one man or woman that does not bitterly rue the day they left England; in fact the general feeling in this place is a determination to get back as speedily as possible. Nor is this feeling confined to the lower class"...

....It is a great thing in a new Colony to make the class of labouring men as contented and comfortable as circumstances will admit, and not to tease and goad them into desperation and disgust, by inattention or mismanagement on the part of those in power. It is not by... breaking promises nor by seducing men from their homes by false representations, that the welfare of a

Colony is to be promoted. If these men now upon the island, for instance, had found promises made them previous to their forsaking their homes realized, and if good advice were afforded to them, and encouragements and rewards offered to the meritorious, things would assume a far more cheering aspect.

If promising them provisions five per cent above Sydney Prices (which were quoted much too low) had been adhered to, and if on landing the emigrants, the price of provisions, such as they were, had been reduced, - satisfaction instead of discontent would have been universal. What, might be asked, was the course pursued? Giving a partial increase of wages. What effect did that produce? It produced dissatisfaction among all parties, and in no way abated the evil. The labouring man, who came out under his 14/- a week now made his 25/-. But his 25/- was of no service to him. What could he buy with it? Not absolutely food; for I defy any emigrant now on the island to say that the junk or biscuit was eatable.

The skilled labourer on \$1-1-0 a week and a \$20 per annum pension in England is enticed out to Kangaroo Island with the promise of £2 a week, a half an acre of land, moderate prices, and limitless opportunities for gain, only to find on arrival that prices are so high that economically he is worse off than at home.

He comes out, and finds his £2 a week expended, and his wants not satisfied; he has been 'hoaxed', he has spent his little all to bring out his family, and he has not the wherewith to return, even if a ship dared to take him; - he is a fixture. Well he hears of the labourer getting 25/- a week, and of course applies for an increase also; he is refused, and becomes discontented, careless, and heartily sick of emigration and all those who have deceived him so cruelly." (107)

The dissatisfaction, as Leigh said, was not confined to the ordinary employes. Schweyvogel told Angus in October 1837, that in the previous twelve months it had cost him \$50 more than his salary (\$30) to live (108). "Every one comes out deceived", Giles told Angus, "not wilfully, but through ignorance of the Directors of the price of provisions.

427

1237

Is it likely that I should have left £250 per annum ... in order to better my Family at a salary of £300 per annum on a foreign shore 14,000 miles from England if I had been aware that my first two joints of fresh meat (most of which were consumed by my family in one day) would cost me 27/- and that I would have to pay 5/- per week for water?" (109)

Twelve months later he complained to Angas that he had over-spent his income by £100 in the previous twelve months, and stated that the result of his emigration had been a nett reduction of £65 per annum in his real income - a calculation based on what he called the "conservative" estimation of a 50% difference between local and current English prices. (110)

Hare's list of grievances was comprehensive:

"You cannot but be aware, Sir, that the personal circumstances of myself and brother Officers since We have been upon this Island... are radically different to those, We were taught to expect by Messrs. the Board of Directors by this affirmation I do not mean to implicate them of intentional misrepresentation, for I honestly believe that they were themselves really mistaken in their views and knowledge of this place and its ... circumstances, for example in their representations of the facility of securing fresh and abundant supplies of provisions at extremely low prices, in their ability to establish stores, etc., etc., by which all ... articles should be obtainable at moderate prices. In their assisting their servants to such small stock as would help their families and lessen their expenses etc., etc. I need hardly state that the reverse of their promises and our expectations have been the case.

We beg to refer you to the fact, that on our arrival here, We had a dense, and almost impenetrable forest to cut down and burn away, that We have had to do the Work of common Labourers, on the Beach and in the Water to secure the cargoes of the various Ships.

450

1250

That for 4 Months We were in constant jeopardy of our lives, from the drunken, threatening, and demoralized nature of the Men then in the Company's employe (sic).

That myself and brother Officers, carried on the duty of the service under constant apprehension of Murder ... for 6 months we were consumed by watching at night on alternate nights that during this period the nature of our employment the literally houseless state of our families exposed our little personal property to plunder, and destruction from the elements. For 12 Months We have been living with only a piece of canvas between us, and the Weather - during this period we have not only been insufficiently housed, but also fed living upon salt provisions, without tasting meat or vegetables, sometimes for an interval of 3 months together, and this too with a limited supply of fresh Water which for the last three months or thereabouts we have had to purchase

....I beg to call your attention to the circumstance that a great proportion of the articulated servants ... have been raised in their ... Wages because of the high rate of Provisions and necessary articles I believe from 1 to 2 p. cent (Hare must have meant "100 to 200%") above, London prices such as Mutton 1/6 to 2/- p. lb. (when we get it) - Hams 2/6 to 3/- p. lb. Potatoes 20/-p. New do 6d. p. lb. Trowsers 5/- in London 15/- here in Kingscote Blankets 8/6 in London 20/- here - Bread I believe (in fact I know) when we left England 1¹/₂d p. lb. 4d and 5d here. The effect of these high and enormous prices, has been to place us in this juxtaposition with our salaries, either to Starve, or to live beyond our incomes - however unwilling I believe the latter has been the case with us. Other individuals besides your originally articulated servants, have been hired at Hobart Town, or elsewhere whose rate of wages have been double the salaries of some of your Officers." (111)

The logic of the situation compelled McLaren to raise wages at least to the level of subsistence; but this appears to have been the most he would allow without a struggle, and further concessions had usually to be won by the men through joint action. Thus, 1837 drew to a dismal

109.

close with a series of strikes and disturbances which brought the harassed McLaren to point of despair. "I am sorry to say", he told the Directors, "that almost the whole of the labouring class, and not the labouring class only is in a State of dissatisfaction and disorganisation - A great proportion wish to go over to the Main." (112)

McLaren's difficulties were very greatly enhanced by the lack of proper facilities for the execution of legal judgments in the settlement. With the arrival from time to time of fresh batches of recruits the population of Kingscote continued to increase until about the end of December 1837, by which time the inhabitants numbered between 250 and 300 persons (113). Of these the greater number were Company employes and their families, the remainder consisting largely of islanders, grog-house keepers, whalers, and deserters from visiting ships.

Over this motley and unruly community McLaren had at first to preside without police aid and without any powers of legal jurisdiction. Drunkenness, violence and theft were common, and although a watch was regularly kept at night and on Sundays the Company store was repeatedly burgled and much property in and about the settlement was damaged or stolen. (114)

Nor was the situation much improved when McLaren was made a justice of the peace. As two magistrates were nec-

essary for the hearing of all but the most trifling cases his only alternative to the expense and trouble of sending prisoners and witnesses to Adelaide for trial was that of illegally exceeding his warrant - which, as he admitted to the Board, he sometimes ventured to do although it made him liable to prosecution (115). The difficulty of his situation was further increased by the fact that the Company was itself a party to many of the disputes arising for his decision. Although he was legally competent to hear such cases the impropriety of it was obvious and exposed both himself and the Company to the danger of public odium. Offenders could not be detained because there was no gaol in which to house them, and when one was built at the Company's expense in November 1838 it was torn down over night.

The "special constables", or "peace officers" appointed by Hindmarsh in February, 1837, appear to have been ineffectual. McLaren never mentions them, and Giles, who was appointed Resident Magistrate after McLaren left the Island, states that he found great difficulty in persuading men to fill the office owing to its "most unpleasant nature" - meaning the danger of reprisals. Witnesses were hard to obtain for the same reason. "Every man that dares to be honest and inform against a thief, is marked and is liable to be served out as they express it." (116)

McLaren, Giles, and the London Board of Directors repeatedly brought the state of matters at Kingscote before

111.

the notice of the authorities; but though the latter were generous with their sympathy nothing concrete was forthcoming until January, 1839, when Gaylor stationed one policeman at the settlement (117). By this time, however, its population had been greatly reduced, and the Company were taking steps for its final abandonment.

The Company's efforts to establish Kingscote as a sea-port were hampered by more than the refractory conduct of their servants. Among the chief factors militating against the success of the settlement were: shortage of fresh water, insecurity in the tenure of the land, isolation from the centre of activities in the Colony, and certain natural obstacles to the satisfactory handling and repair of vessels using the harbour.

The first two of these factors are examined fully in the following chapters, so there is no need to say very much about them here. The limitations imposed on the growth of the settlement by the scarcity of fresh water and the difficulty of obtaining such supplies as there were will be obvious enough. The problem could have been met, to some extent, by the expenditure of a large amount of capital on improved facilities for the transport and storage of water; but like everything else at Kingscote demanding a large capital outlay the improvement of the water supply was hampered by the need for strict economy imposed by the second factor - the

uncertainty of the Company's hold on the site of the ^{112.} township.

Considering its splendid harbour and the geographical position of the Island - conveniently situated as it is to take advantage of the coastal and Murray trade - the Directors may be pardoned for supposing that Nepean Bay was bound by nature to become a great sea-port. The value of its advantages, however, were less indubitable than a glance at the maps of 1836 might suggest. They depended among other things on its nearness to the future commercial and réval centre of the Colony, the absence of adequate or convenient harbour facilities on the mainland, and the existence of a navigable entrance to the Murray from the sea.

None of these conditions was fulfilled. The location of the capital some fifty miles up the coast of St. Vincent's Gulf, the presence nearby of a safe harbour, and the pre-eminence enjoyed by the city from the very beginning as the centre of activities in the Colony - as the point, indeed, from which settlement gradually radiated south, north and east - effectively rebbed Nepean Bay of most of its supposed advantages. The bar across the Murray mouth completed the ruin of the Directors plans for Kingscote as a great centre of commerce in the Colony. The unsuitability of the Island for settlement, moreover, precluded any possibility, at least for many years to come, of Kingscote coming into its own as a centre for Island and coastal trade. Like Port Lincoln, Kingscote possessed a back-country which was generally so inferior when compared with the land immediately

available east of St. Vincent's Gulf that its settlement was not to be expected until the better land had been occupied.

(118)

A much less serious obstacle to the success of the Kingscote settlement, but one which was nevertheless irksome to the Company, was the nature of the foreshore at Reeves Point. The site selected by Stephens for the station possessed one serious disadvantage in the fact that the waters around it shoaled very gradually for some 400 feet before beginning to deepen, and ocean-going vessels could not anchor closer than a half a mile from the shore (119). The solution to this problem lay in the construction of a jetty; but the work was delayed by lack of materials and equipment, uncertainty about the continuance of the settlement on its present site, and the need, for reasons already mentioned, of restricting capital expenditure on fixed assets to a minimum.

When Gouger visited the Island in November, 1836, he told Currie that given six men he could "construct an excellent landing place in one week", using the iron-stone which lay along the shore (120). But he obviously made this boast in ignorance both of the required length of the pier and of the nature of the sea-floor, which was a mixture of soft mud, sand and decaying seaweed (121). The cheapest and quickest method, as McLaren soon realised, was to build a wooden jetty, but he was prevented from starting its

construction for some time owing to the lack of a pile-driver and the necessity of procuring timber from the Cygnet River some 8 miles away (122). He was worried, also, by the thought of the expenditure it involved, especially as he was inclined at first to regard American River, rather than Hapean Bay, as the proper site for the Company's operations (123).

But a pile-driver was sent out from England, (124) and after much hesitation McLaren gave orders for the construction of the jetty near the tip of Reeves Point. The work, however, was not finished until late in August, 1838; by which time the first steps were being taken towards the abandonment of the settlement. (125)

Thus the inconveniences arising from the lack of proper stevedoring facilities persisted throughout the greater part of the settlement's period of usefulness. Until the jetty was built cargoes had to be man-handled across the hundred yards or so of mud flats between the shore and the lighters - a procedure which resulted in delay and heavy losses, as well as sickness and discontent among the men, who had often to work for hours at a time waist-deep in water and mud. (126)

Some notion of the difficulties can be gathered from the case of the "Solway". The "Solway" arrived in the harbour on the 16th October, 1837 with a very heavy and cumbersome cargo, including a corn mill, a saw mill, a boiler and engine, eight mill-stones and 10,000 bricks (127). She began unloading the day after her arrival and did not finish

until the 12th December! The bricks and the machinery, which had been sent un-assembled, were dumped in the water on the seaward edge of the flats between three and four hundred feet from high water mark, to be retrieved by the shore party whenever the tide was low enough. Parts of the machinery were broken and much of it suffered from corrosion through lying for as long as six weeks in sea water. The packing case containing the smaller fittings for the steam engine burst open in the water and there was no way of knowing, except by assembling the engine, whether all the parts had been retrieved. McLaren told Wheeler that the landing of the bricks alone cost more, owing to the detention of the ship, than did the whole of the freight, and more in wages than the cost of the bricks (128).

The cargo of the "Solway" was, of course exceptionally difficult to handle, but its fate is at least a pointer to the damage and expense which must have attended the landing or loading of such common items as butts of whale oil and barrels of water, flour, and pickled meat.

The problems created by the shallows were not confined to stevedoring. It was the fond hope of the Board that Hepean Bay would become an important centre for the southern whaling trade, vieing with Sydney Launceston and Hobart in the facilities offered to shipping. With this as the remote end, and with the efficient maintenance of

their own whaling and commercial fleet as the immediate one, they engaged a number of shipwrights, boat-builders, carpenters, sawmillers, blacksmiths and coopers to engage in the servicing of their ships and gear and in the construction of small boats. A qualified engineer, Henry Mildred, was employed to take charge of the department, and prior to his departure for the Colony was commissioned by the Board to purchase the heavy machinery necessary for dockyard operations, and a corn-mill for the commercial department (129). Mildred negotiated with a number of firms in the north of England, and in October, 1836, procured from the Sunderland firm of White, Pantou & Co., a patent slip suitable for the repair of vessels up to 500 tons register (£850), a twenty horse-power high pressure portable steam engine (£450), two ship-lifts (£80), a saw mill and a corn mill (£230), all of which was duly shipped in the "Selway". (130)

Something of the Board's confidence in the success of the Company's dockyard can be judged from their instructions to Mildred to build, on his arrival in the Colony, a steam-boat in accordance with specifications supplied by White, Pantou & Co. This vessel was to be of 110 tons, 96 feet in length, and powered by two thirty horse-power engines, and was intended for use by the Company in the inter-colonial and gulf trade (131).

The Directors' hopes, as they found to their great disappointment, were literally based on sand. Owing to the shallows there was found to be no place within a reasonable distance of Kingscote where the slip-way could be erected, the best spot being only a fathom deep at 200 yards from the shore and two fathoms at a third of a mile (132). Nor was there anything to be gained by moving the settlement. The only other locality where the soundings close in-shore were satisfactory for a ship yard was at American River; ^{but} ~~best~~ on examination of it, the entrance and in fact the whole of the inlet, was found to be dangerous to sail.

The valuable slip-way and machinery brought out for the dock yard were never used at Kingscote. Most of it lay for years scattered about the foreshore and flat at Reeves Point where it had been thrown after its landing from the "Solway". The saw-mill and patent slip were later sold; and the steam engine and flour mill were, brought to Adelaide and incorporated in the mill built for the Company at Hackney by Prescott and Hancock in 1840. (133)

Without dock-yard facilities there was little prospect of Kingscote assuming much importance as a resort for whalers, except as a place of refuge and as a depot for victualling and minor repairs. (134)

These were the main purposes for which it came to be used by the Company. Large stocks of whaling gear and other supplies were kept at the settlement for distribution

to the Company's ships and out-stations, and when there were no vessels in the harbour in need of repairs the dock-yard hands were engaged in the construction of whale-boats and other small craft either for use by the Company or for sale.

The other objects of the Company associated with King-cote, the salting and curing of beef, pork, and fish "for ships stores and for the purpose of general export", came to nothing. The "hundreds of acres of open grass lands" referred to by Sutherland proved non-existent. Instead, the Company found the dense scrub so difficult and expensive to clear (135), and the shortage of water so acute, that the establishment of a meat curing industry, even on a modest scale, was seen at once to be impracticable. The conditions for the industry were more favourable on the mainland; but by the time the Company had selected their lands and built up their herds the policy of "concentration" had been adopted under which activities were restricted to those departments in which profit was more or less assured.

No serious effort was made in the Colony to establish the department for the curing and salting of fish, although the Island's resources for it were abundant. The fact is surprising because a great deal of time, energy and money were expended in providing the necessary men and equipment. Angus was responsible for most of the organisation of the project and in addition to finding the recruits for

it he entered into correspondence with professional fishermen and others to obtain guidance in the selection of gear as well as information on the techniques to be employed (136). A quantity of nets, cordage and other equipment were sent to the Colony together with an establishment of eight men, under the superintendance of Joseph Wright, and including six fishermen, a fish-curer, and a labourer to scrape and prepare salt from the lakes in the neighbourhood of Shoal Bay (137).

Shortly after the arrival of the first ships Stephens consigned three barrels of salted mullet to the Company's agent at Hobart as samples, but they were badly cured and did not take the market (138). This was the beginning and the end of the Company's participation in the salt-fish trade. Thereafter practically nothing was done to set the department on its feet. The fishermen were employed for a time in other departments until they drifted out of the Company's service, and the gear was eventually removed to Adelaide for sale. (139)

From the few references to it in the Company papers it is not clear why this branch of their affairs was neglected. The lack of a suitable boat for use as a trawler is mentioned (140), but this could hardly have been an insuperable difficulty: McLaren soon purchased cutters for the whale fishery when they were needed. The truth seems to be that he was too harassed with other and more urgent matters to give the white fishery any attention. Almost from the beginning he

looked with a jaundiced eye on most of the minor objects of the Company - the curing of meat and fish for the market, the construction of timber frame dwellings for sale to emigrants, sealing, the temperance hotel, etc. - regarding the expense in undertaking them as not worth the risks involved. "These", he told Wheeler in November, 1837, "are some of the unproductive branches, the foliage of which appears very beautiful at a distance, or in a Report, and from which it was natural and reasonable to expect good fruit - but which are actually barren, and absorb in part the sap, which might render the other branches more fruitful." (141)

By the early months of 1838 it was already becoming apparent to McLaren that the bright hopes of the Directors for Kingscote as a great maritime centre and entrepot for coastal and inland trade were destined to disappointment - that the scale on which the venture had been undertaken was out of proportion to its real prospects of success, and that prudence therefore counselled retrenchment.

On the other hand, he was well aware, as he more than once remarked, of the Boards' fondness for their dream of Kingscote as Australia's "New Orleans", and his reluctance to disappoint these hopes, coupled with the fear that he might after all be mistaken about the prospects of the settlement caused him to hesitate. A great amount of capital had already been expended on the "unproductive branches"

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and the abandonment of all attempts to make them fruitful involved an embarrassing admission to the shareholders of irredeemable losses amounting to many thousands of pounds.

But the expediency or otherwise of retrenchment was a question which very soon decided itself. For reasons to be explained elsewhere the Company's claim to the land at Kingscote had come to depend upon the results of the meeting of "Preliminary" selectors held in May, 1838. At this meeting the first right of choice in the Kingscote area fell to another party, and the Company found themselves faced at last with the situation which they had been dreading ever since they had detected the flaw in their claim to the land in the early months of 1837.

As the Kingscote district had not yet been surveyed, and was not likely to be for some considerable time, they were not in any danger of immediate expropriation; but as expropriation, whether sooner or later, was no longer merely possible but highly probable, drastic curtailment of expenditure was now the only practical course open. (142)

Since the Company were still engaged in the whaling trade there was as yet no question of abandoning the settlement altogether. Instead, it was decided to reduce the number of employes to a minimum, lower wages, and restrict all work on fixed assets in and around the settlement to essential maintenance. (143)

These measures, however, especially the first two,

were more easily framed than carried out. In the first place, most of the employes had been originally indented under contracts which were binding for periods ranging from one to three years, or longer, and a number of these contracts had not yet expired. Fortunately for the Company the desire of the men to quit the Island was so widespread (144) that this objection to dismissal was not often encountered; but in some cases it proved a source of embarrassment. A more serious difficulty arose from the fact that most of the men were indebted to the Company for sums ranging from £2 to £40 which had been advanced to them when they were engaged in England. For various reasons, including the high prices of necessities and the low wages paid by the Company, very little of the total sum advanced had yet been recovered (145). To dismiss all the superfluous "hands" and send them to Adelaide to find work would be tantamount to cancelling their debts; for these, it was realised, would never be recovered without recourse to legal proceedings once the men were dispersed on the mainland. To stand them down without sending them to the main would simply mean the creation of a starving and dangerous body of indigents. (146)

Among the problems created by the cessation of developmental work was the fact that a minimum number of labourers were required to be on hand for stevedoring purposes and for the repair and ballasting etc. of ships using the harbour. Normally, in the intervals when there were no ships to handle,

123.

these men could be employed round the station; but in the present circumstances there was seldom enough work to keep them occupied. (147)

Notwithstanding the obstacles, dismissals and pay cuts were made, beginning about June, 1838. Giles, who by then was in charge of affairs on the Island, adopted the expedient of first dismissing and sending away the more factious and unruly characters to obviate as much resistance as possible to the lowering of wages. This strategem, however, had little effect. As soon as he began to reduce wages the men started deserting in numbers to the mainland, crowding on to ships touching at Kingscote, or departing secretly in small boats (148). Giles was sent nearly frantic attempting to halt the exodus, especially as many of those who left took everything belonging to the Company that was likely to be of use to them.

For a time, order at Kingscote seems entirely to have broken down. The store was plundered several times and Giles was reduced to the undignified strategems of hiding in ambush to catch thieves and of raiding by night vessels lying in harbour, in order to retrieve stowaways and stolen goods (149). Drunkenness, violence, and insubordination increased, and eventually, in an almost tearful letter to Gawler, he had to beg for police aid to help prevent the "daring contempt for the law" which had come to prevail. "It would give me sincere pleasure, he told Wheeler, "if I could write

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to you in good spirits respecting Kingscote, but the truth must be told ... Three times the stores have been broken open within these few months. Two thieves have been apprehended - one by myself personally.....I cannot possibly live here without some immediate protection. My life has been openly threatened; once I have been assaulted, and all the time .. my life must be in danger.." (150)

But by the end of the year most of the worst characters had been sent away, and with the arrival of a police constable from Adelaide the liquor traffic was stopped and the settlement quietened down. By the following February the total population had been reduced to a little over 100 persons, between 25 and 30 of whom were Company employes (151).

This establishment, consisting mainly of carpenters, coopers, boat-builders, and labourers, was maintained at the settlement until the whale fisheries were closed down late in 1840, after which it was further reduced to the strength of a maintenance gang. Kingscote, as Menge said, "fainted away."

McLaren's drastic retrenchments, and his abandonment of the original plans for the settlement were readily enough confirmed by the Directors; for it was clear to them that no practicable alternative existed. (152)

By the end of 1838 all the circumstances were known to them, and it was agreed that any further perseverance - especially in view of the land question - would have been

most ill-advised.

Nevertheless, it was a bitter disappointment to them - a disappointment and an embarrassment. In October, 1839 it was estimated that the outlay on Kingscote since arrival in the Colony amounted to £21,099, not including £10,401 in wages, and £1,455 in unrepaid advances (153). This "huge and profitless outlay", as McLaren called it, had somehow to be explained to the shareholders.

In the Third Annual Report Angus did the best he could without the aid of statistics:-

"The Directors... must frankly admit, that the station at Kingscote has required a very considerable outlay; some portions of which may be long unproductive... Nevertheless..the Directors have invariably been advised to retain the position, which must eventually become very valuable; and when they consider that the harbour safely accommodates much larger ships than can enter Port Adelaide, is safe in all winds, and is universally approved of, they feel persuaded of its importance. Its central situation and easy access, make it appear a superior depot for Bay Whaling operations; and the impracticable entrance to the Murray, the insecurity of Victor Harbour and Encounter Bay, and the growing disposition to settle at Yankalilla, Rapid Bay, and country south of Adelaide, with the absence of any safe harbour on that coast, warrant the expectation that Kingscote may hereafter become the chief commercial depot for the imports and exports of that immense portion of South Australia. Your property there will then attain a value, more than compensating any necessary outlay in the earlier occupation of the station."
(154)

The payment of this heavy draft upon the future depended very largely on the Company gaining possession of the land and improvements at Kingscote - a matter which was then in very grave doubt. Understandably enough, however, the Directors did not dilate unduly on this subject.

Before concluding this chapter it is worthwhile to devote some general remarks to the subject of the Company's indenture system and to the character of their servants; for it will be seen readily enough, from the foregoing pages, that the breakdown of the former and the behaviour of the latter were in no small degree responsible for failure of the settlement.

The main purposes of the contracts as stated earlier were: to stabilise wages, to preserve the number and composition of the labour force, and to provide the Company with the means of punishing their servants for misdemeanours. That they achieved none of these objects was due partly to the peculiar economic conditions which came to prevail in the Colony - especially the chronic shortage of labour and the high level of prices and wages - and partly to the absence of authorities on the Island competent to administer law and preserve order.

Almost from the beginning it was found quite impossible to bind the men to the wages agreed to in England. They could not live on them, and so long as emigrants on the mainland continued to receive higher wages, and while prices remained at the levels they attained in 1836 and 1837, the Company's people would not be content. Wages came to depend for all practical purposes not on legal agreements, but on the relative bargaining strengths from time to time of employer and employe; and

the only advantages of the Company in this struggle lay in the mere difficulty of escape from the Island and the threat - much easier to utter than to carry out - of prosecution for breach of contract. The existence of a sixty-mile stretch of water and wilderness between Kingoote and Adelaide, and the liability of ship-owners for aiding the desertion of articulated servants, seem, indeed, to have been the only real factors operating in the Company's favour.

In the last resort, of course, the strength of the contracts lay in the degree to which they could be enforced in a court of law - and the degree to which the Company's contracts could be enforced was negligible (155). At no time did there exist in Kingoote a tribunal properly equipped to settle disputes between master and servant; any serious attempt, therefore, to implement the terms of the agreements in the face of opposition involved the trouble and expense of sending parties and witnesses to Adelaide - a process so cumbersome that, as far as the writer is aware it was never essayed. And even though it had been, the proceedings in most cases would probably have proved abortive; for it was found that the engagements would not be recognised in a dispute unless those who had stood witness to the signatures of the contracting parties appeared in court to testify to their validity. McLaren made this discovery in February, 1838:

"In consequence of some legal proceedings at the Capital ... I waited on Mr. Wigley, now Public Prosecutor and Resident Magistrate etc. and was distinctly told by him that in order to Proving in a Court the agreements with the Labourers etc., it was necessary that the Witnesses, who saw the individual subscribe should personally appear, and deponer to that effect!!!

He further stated, that these agreements would be better without any Witness if he could not be produced - that it might be advisable to get each emigrant to subscribe his name, in the presence of Witnesses, who might produce those signatures etc. and that this plan should be adopted even in reference to those who could not write, but make a mark etc!!! so that the Law as thus laid down, by the Resident Magistrate from whose decision there is no appeal renders almost hopeless, the idea of establishing any Workmans engagement (156).

The clauses in the engagements designed to secure the Company's hold on their servants and to act as checks on insubordination had, if anything, the opposite effect. The system of deferred pay seems to have been a dead letter almost from the beginning. The "rent-free half-acres", on the other hand, became a source of embarrassment to the Company, and of grievance to the men, who, when they had cleared, fenced and cultivated their plots were apt to view any exercise of proprietary rights by the Company as an impertinence.

The advances were, for the most part, never recovered, mainly owing to the haste with which the majority of servants were dismissed in the latter half of 1836. McLaren, of-course, foresaw this loss, but as he later told Wheeler, the only alternative to releasing the men while still indebted to the Company was that of paying them wages to

remain in idleness (157). As to the wisdom of the Board's practice of lending money to the emigrants, his opinion never altered: "The advances which have been paid to many of the Servants of the Co." he wrote, "have been worse than useless - they have, thro' the ^{utter} ~~either~~ worthlessness of the Characters of those who received even the most liberal advances, seemingly operated rather as a premium to idleness, and insubordination than a motive to gratitude and industry - as if the fellows knew that they never would again get so much advantage of the Co..." (158)

Employment contracts like those of the Company may have answered well enough in England, where social and economic conditions were relatively stable and the ordinary processes of law were easy to invoke and swift and effective in action; but in a new Colony, where the conditions of a pioneer "frontier" prevailed, such nice arrangements between master and servant were hardly practicable.

It will be clear from these pages that the relations between the Company and their servants on Kangaroo Island were, on the whole, anything but harmonious, and in view of the prevalence of drunkenness and insubordination it might be supposed that the Board were either careless or else peculiarly unfortunate in their choice of emigrants. The Colonial officers certainly thought so, and McLaren especially was never tired of lecturing the London office on the need to be more particular in establishing the

characters of the men they sent out. "There is a great deficiency of labour here in every department", he told Wheeler soon after his arrival in the Colony, "and a great want of industry, sobriety, and subordination on the part of many. It is absolutely worse than useless to send out men whose character for sobriety and industry and quiet orderly behaviour has not been fully ascertained" (159). Giles, who was hardly less insistent on this theme than his superior, was still accusing the Board of negligence in February 1638:-

"The great majority of the servants of the Coy. are making the interests of the Coy. subserve their own: it is true there are a few ... who seem to be influenced by principle and are acting from conscientious motives, but it is a small minority who deserve this commendation.

I do not allude to the Adelaide people so much as the sea-faring and Kingscote servants in these censures.

The grand mistake has arisen at home, the directors were not sufficiently circumspect in obtaining decidedly Christian characters, after all, these are the men alone to be depended on." (160)

The London officers, on the other hand were always very vigorous in their own defence on this question. "Decidedly Christian characters", as Angas found, were rather rare: but every effort seems to have been made to secure the best of the emigrants that were offering. This being the case, the repeated complaints from McLaren and others - accompanied as these often were by remonstrances and innuendoes - left them puzzled and annoyed. "The report of the

character of the Company's servants", wrote Wheeler, "causes much surprise, because much enquiry was made about them prior to their engagement, and where any doubt existed, the party was rejected. It may however have happened that the altered circumstances in which they were placed, on arrival in a new Colony, aroused latent and restrained depravity; or perhaps their referees (unwilling to blight their prospects) gave more favourable reports than strict honesty justified. While we cannot be responsible for these checks to our anticipations of having well conducted labourers, we much regret them, and your observations will cause us to exercise, if possible, a greater vigilance." (161)

But to judge from the experience of the mainland settlers the conduct of the Company's people does not seem to have been so very extraordinary. In May, 1838, McLaren himself admitted that "Drunkenness (was) already the curse of South Australia" (162). Gouger said much the same; and the Reverend Stowe's comment that "gottishness prevails over the lower orders, and irreligion over the mass" was even more sweeping. In his first charge to the Grand Jury, Jefcott stated that: "the vice of drunkenness, notwithstanding the exertions of the Governor and the authorities to check it, prevails here already to an alarming extent". J. Stephens, in his publication "The Land of Promise" has a labourer confessing that: "Men work about two or three days of the week and drink the remainder." "Sufficient wages", said Gouger,

"...are so easily obtained, and from so many masters if one should fail, that all desire to give a full amount of work for his high wages appears to die away, and the object of the labourer seems to be, to learn how little work and how short a day his master will put up with ..." (163)

Statements like these, which are common enough in contemporary records, serve at least to illustrate that the tendencies of the Company's servants were not confined to them.

The truth seems to be, that they were intrinsically neither better nor worse, on the whole, than the average of assisted emigrants. And if it is true that their conduct compared unfavourably with that of the general run of mainland settlers the most likely explanation is to be found in a comparison of their respective environments and circumstances. If any place was calculated to arouse "the latent and restrained depravity" of emigrants it was Kingscote. Lacking in practically every condition for community life except numbers, and in every amenity making for comfort and security - from fresh water and adequate shelter to the rule of law - the Kingscote settlement was not so much a community in the ordinary sense as an aggregation of human beings, held together for the most part by isolation and the habits of obedience and complaisance.

It must always be satisfying in a survey of this kind

to be able to round off the argument with a conclusion in which some single factor can be shown to have determined or informed the whole sequence and character of events - a "peg" on which everything can be neatly hung. But though this is "a consummation devoutly to be wished" the facts seldom permit it, and the history of Kingscote is no exception.

The failure of the settlement is usually explained by drawing attention to the site chosen for it and to the shortage of water. Important as these factors were, however, they were not by any means decisive. The difficulties caused by the shallows around Reeves Point were not insuperable; and although the shortage of fresh water was sufficient to prevent Kingscote from assuming much size and importance - at least for many years to come - the problem could have been met to some extent by the construction of cement lined storage tanks.

The Company's failure to tackle these and many other projects involving a large capital outlay was due mainly to a less well known though far more formidable factor: insecurity in the tenure of the land. The impolicy of attempting to develop Kingscote while the threat of dispossession continued influenced McLaren first to curtail, and later, when the threat increased, to discontinue all developmental activities.

But though the land problem was both a major cause and occasion of the partial abandonment of the settlement it

is probable that McLaren would soon have abandoned it anyway. The uncertain prospects of the whaling trade, the even more uncertain prospects of the other activities connected with the settlement, the chronic dissatisfaction, drunkenness and insubordination of the men, the heavy outlay on wages, and the growing conviction, both in McLaren and the Board of Directors, that the Company's interests should be concentrated on banking, land settlement and stock raising - these considerations had already, by the early months of 1838, gone far to convince McLaren of the need to withdraw from the Island.

Finally, there was the isolation of the settlement from the centre of commerce and development in the Colony. The inaccessibility of the Murray mouth, the situation of the capital and the existence near it of a safe all-weather harbour, the long delay in the allocation of lands and the slow settlement of the southern districts, were accidents of history and geography which swept away almost every advantage the Island might have possessed, together with every prospect of the settlement's survival other than as a whaling depot and fishing village.

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1844

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June

1837

- (1) A.P.(Q.S.) P.P. 605/620. S. Stephens to G. F. Angas; 23rd December, 1836.
- (2) A.P.(Q.S.) p. 1042. W. Giles to G. F. Angas; 10th November, 1837.
- (3) S.A.G. & C.R. Vol. III, p. 105. 25th January, 1840.
- (4) A.P.(Q-S) P.P. 653/663. G. Stevenson to G. F. Angas; 9th February, 1837.
- (5) S.A.Co.M.D. D. McLaren to E. Wheeler; 14th February, 1838.
- (6) A.P.(F.S.) P.P. 109/112. C. S. Hare to G. F. Angas; 20th December, 1836.
- (7) S.A.Co.L.B.(I) P. 74. D. McLaren to E. Wheeler; 16th May, 1837.
- (8) S.A.Co.M.D. D. McLaren to E. Wheeler; 2nd November, 1837.
- (9) A.P.(L.B.) P. 107. G. F. Angas to S. Stephens; 22nd July, 1837.
- (10) S.A.Co.L.B.(II) P. 1. E. Wheeler to S. Stephens; 28th March, 1837; A.P.(L.B.) P. 107. G. F. Angas to S. Stephens; 22nd July, 1837; S.A.Co.L.O.(II) P.P. 52/5. E. Wheeler to S. Stephens; 16th September, 1837.
- (11) A.P.(L.B.) P. 107. G. F. Angas to S. Stephens; 22nd July, 1837.
- (12) S.A.Co.L.B.(I) P. 10. S. Stephens to G. F. Angas; 27th December, 1837.
- (13) A.P.(L.B.) P. 107. G. F. Angas to S. Stephens; 22nd July, 1837.
- (14) A.P.(Q.S.) P. 1042. W. Giles to G. F. Angas; 10th November, 1837.
- (15) A. Grenfell Price: "Founders and Pioneers of South Australia, P. 175.
- (16) A.P. (L.B.) P. 107. G. F. Angas to S. Stephens; 22nd July, 1837.
- (17) S.A.Co.M.D. D. McLaren to E. Wheeler; 31st May, 1838.
- (18)

- (19) S.A.Co.L.B.(I) P.10. S. Stephens to G. F. Angas;
27th December, 1837.
- (20) A.P.(Q.S.)S.A. Letters BP.23/6. S. Stephens to
G. F. Angas; 23rd May, 1835.
- (21) A.P.(Q.S.) P.P.297/332. Saml. Stephens' Journal;
8th August, 1836.
- (22) S.A.C. & R. Vol. III. P. 105. 25th January, 1840.
- (23) A.P.(Q.S.) P.P.653/663. G. Stevenson to G. F. Angas;
9th February, 1837.
- (24) A.P.(F.S.) P. 137. G. Hindmarsh to G. F. Angas;
5th January, 1837.
- (25) A.P. (Q.S.) P.1042. W. Giles to G. F. Angas;
10th November, 1837.
- (26) A.P.(F.S.) P.P.159/161. W. A. Deacon to G. F. Angas;
17th February, 1837.
- (27) A.P.(F.S.) P.P.147/9. G. Menge to G. F. Angas;
21st February, 1837.
- (28) A.P.(F.S.) P.P.167/170. T. Beare to G. F. Angas,
February, 1837.
- (29) A.P.(Q.S.) P.P.692/3. G. Stevenson's Journal;
8th January, 1837.
- (30) A.P.(Q-S) P.P.297/332. Saml. Stephens' Journal;
3rd August, 1836.
- (31) A.P.(Q.S.) P.P.297/332. Saml. Stephens' Journal;
1st September, 1836.
- (32) A.P.(Q.S.) P.P.513/5. George Martin to G. F. Angas;
29th October, 1836.
- (33) A.P.(Q.S.) P.P.513/5. George Martin to G. F. Angas;
29th October, 1836.
- (34) Archives Group 787. No. 2; S. Stephens to Messrs.
Capt. Lipsome R.N., Lieutenant Finnis; 26th Septem-
ber 1836; also Archives Group 787. No. 3; S. Ste-
phens to Capt. Lipson; 26th September, 1836.
- (35) A.P.(F.S.) P.P.117/132. "Commission of Enquiry",
also Archives Group A.331. No. B4; "Depositions of
Witnesses taken at a Court of Enquiry held to Enquire
into the Lawless State of Society on Kangaroo Island."

- (36) See Chapter on "Water".
- (37) A.P.(Q.S.) P.P.297/332. Saml. Stephens' Journal; 14th August and 9th September, 1836.
- (38) A.P.(Q.S.) P.P.467/8. "Extract from a letter written on board the Africaine"; 2nd November, 1836.
- (39) There were certain very good reasons why the Company would not have been advised to spend very much on assets connected with the water service (See Chapters on "Water" and "Land Order 438"), but the improvement mentioned above would not have cost more than a few pounds.
- (40) A.P.(Q.S.) P.694. G. Stevenson's Journal; Tuesday, 19th January, 1837.
- (41) See P. .
- (42) A.P.(F.S.) P.61. S. Stephens to G. F. Angas; 27th September, 1836.
- (43) A.P.(Q.S.) P.P.109/112. C. S. Hare to G. F. Angas; 20th December, 1836.
- (44) A.P.(F.S.) P.P.117/132. "Commission of Enquiry".
- (45) S.A.Co.L.O.(II) P.9. E. Wheeler to S. Stephens; 9th December, 1837.
- (46) A.P.(F.S.) P.P.169/170. T. Beare to G. F. Angas; February, 1837.
- (47) For the above comparative estimate of prices, see A.P.(S.A.Co.) P.577.
- (48) See P. .
- (49) A.P.(F.S.) P.P.9/24. Letter of instructions to S. Stephens; 20th February 1836; also, A.P.(Q.S.) P.P.593/4. S. Stephens to T. Beare; 17th December, 1836.
- (50) A.P.(Q.S.) P.P.297/332. Saml. Stephens' Journal; 12th August, 1836.
- (51) S.A.Co.L.B.(I) P.85. D. McLaren to E. Wheeler; 16th May, 1837.

- (52) In particular, the proposed system bore a resemblance to the practice of token payment which, though not common in England at the time, was by no means unknown. Among the most notorious examples of this mode of payment were the so-called "assignats" of an industrialist, John Wilkinson. The "assignats", however, unlike the Company's promissory notes, were not exchangeable at any time for "good and lawful money", but only for goods and services supplied by the employer himself. See "The Rise of Modern Industry", P.154; I. L. and B. Hammond, Methuen & Co. Ltd., 5th edition, 1937.
- (53) A.P.(Q.S.) P.P.593/4. S. Stephens to T. Beare; 17th December, 1836.
- (54) S.A.Co.L.O.(II) P.50. E. Wheeler to C. S. Hare; 16th September, 1837.
- (55) A.P.(F.S.) P.P.167/170. T. Beare to G. F. Angas; February, 1837.
- (56) "Reconnoitering Voyages" etc. P. 62. W. H. Leigh.
- (57) A.P.(Q.S.) P. 694. G. Stevenson's Journal; Tuesday, 19th January, 1837.
- (58) A.P.(Q.S.) P.468. Extract from a letter written on board the Africaine; 2nd November, 1836.
- (59) A.P.(F.S.) P.P.97/8. Copy of a letter from Robert Gouger to Raikes Currie; 20th November, 1836.
- (60) First extract: A.P.(F.S.) P.P.109/112. C. S. Hare to G. F. Angas; 20th December, 1836. Second extract: A.P.(F.S.) P.P.171/4. C. S. Hare to G. F. Angas; February, 1837.
- (61) A.P.(F.S.) P.P.109/112. C. S. Hare to G. F. Angas; 20th December, 1836.
- (62) A.P.(F.S.) P.167. Extract from a letter of Mr. Simpson to friends in England, about December, 1836.
- (63) First extract: A.P.(F.S.) P.P.109/112. C. S. Hare to G. F. Angas; 20th December, 1836. Second extract: A.P.(F.S.) P.P.171/4. C. S. Hare to G. F. Angas; February, 1837.
- (64) A.P.(Q.S.) Stevenson's Journal; Monday, 26th December, 1836.
- (65) Archives Group A331/B.4.

- (66) F. & P. P.P.174/5.
- (67) A.P.(F.S.) P.171. C. S. Hare to G. F. Angas;
February, 1837.
- (68) A.P.(F.S.) P.P.84/7; January, 1837. A.P.(F.S.)
P.171; C. S. Hare to G. F. Angas; February, 1837.
- (69) C.S.O.L.B.(B) P.P.43/4. R. Gouger to C.S. Hare;
24th March, 1837.
- (70) A.P.(S.A.Co.) P.P.563/4. E Wheeler to G. F. Angas;
13th March, 1837.
- (71) A.P.(F.S.) P.P.97/8. Copy of a letter from Robert
Gouger to Raikes Currie; 20th November, 1836.
- (72) S.A.Co.M.(I) P.145. 12th August, 1836.
- (73) S.A.Co.M.(I) P.140. 17th March, 1837.
- (74) S.A.Co.M.(I) P.144. 21st March, 1837.
- (75) A.P.(F.S.) P.P.187/193. A.P.(Q.S.) P.P.901.
E. Wheeler to S. Stephens; 8th April, 1837.
- (76) A.P.(L.R.) P.83. G. F. Angas to J. Hindmarsh;
22nd November, 1836.
- (77) A.P.(S.An.Com.) P.76. G. F. Angas to R. Hill;
May, 1835.
- (78) A.P.(Q.S.) P.P.375/7. D. McLaren to G. F. Angas;
- (79) Founders and Pioneers of South Australia, P.166.
Dr. A. Grenfell Price.
- (80) "Religion and the Rise of Capitalism." Pelican
Series, August, 1948. P.144. R. H. Tawney.
- (81) A.P.(F.S.) P.367. D. McLaren to G. F. Angas;
25th November, 1837.
- (82) Founders and Pioneers of South Australia. P.195.
Dr. A. Grenfell Price.
- (83) F.L. P.11.
- (84) A.P.(F.S.) P.98. Copy of a letter from R. Gouger
to R. Currie; 20th November, 1836. A.P.(F.S.)
P.109/112. C. S. Hare to G. F. Angas; 20th De-
cember, 1836.

- (85) A.P.(F.S.) P.159/161. W. A. Deacon to G. F. Angas; 17th February, 1837.
- (86) A.P.(F.S.) P.P.167/170. T. Beare to G. F. Angas; February, 1837.
- (87) See Chapter on "Land Order 438".
- (88) Reconnoitering Voyages etc... P.P.60/2. W. H. Leigh.
- (89) A.P.(F.S.) D. McLaren to "John" (McLaren?); 7th May, 1837.
- (90) F.L. P.17 seq. A.P.(F.S.) P.453. Capt. G. Martin to G. F. Angas; 13th October, 1838; S.A.Co.L.B.(I) P.P.477/480. W. Giles to E. Wheeler; January, 1839.
- (91) S.A.Co.L.B.(I) P.82. D. McLaren to E. Wheeler; 16th May, 1837.
- (92) S.A.Co.L.B.(I) P.134. D. McLaren to E. Wheeler; 15th January, 1838.
- (93) S.A.Co.L.B.(I) P.116. D. McLaren to E. Wheeler; 18th November, 1837.
- (94) S.A.Co.L.B.(I) P.P.330/2. D. McLaren to H. Mildred; 5th December, 1837.
- (95) S.A.Co.L.B.(I) P.327. D. McLaren to E. Wheeler; 4th December, 1837.
- (96) A.P.(Q.S.) P.1060. D. McLaren to G. F. Angas; 5th January, 1838.
- (97) A.P.(S.A.Co.) P.598. G. Morphett to one of his brothers; 3rd June, 1837.
- (97a) S.A.Co.M.D. W. Giles to D. McLaren; 4th October, 1838. Giles reports that prices generally were above 50% on English prices and that the price of clothing was nearer 75%.
- (98) See Appendix II.
- (99) A.P.(S.A.Co.) P.577,598. S.A.Co.M.D. D. McLaren to E. Wheeler; 26th January, 1838. S.A.G. & C.R. Vol. I, No. 17. P.1. 24th March, 1837.
- (100) A.P.(Q.S.) P.P.1043/4. W. Giles to G. F. Angas; 10th November, 1837.
- (101) S.A.Co.L.B.(I) P.P.110/113. D. McLaren to E. Wheeler; 18th November, 1837.

- (102) See "Water".
- (103) S.A.Co.L.O.(II) E. Wheeler to H. Mildred;
8th December, 1837. See P. also S.A.Co.L.O.
P.7. E. Wheeler to D. McLaren; 4th December, 1837.
- (104) A.P.(F.S.) P.P.456/7. J. Germain to G. F. Angas;
3rd November, 1837.
- (105) A.P.(Q.S.) P.872. D. McLaren to G. F. Angas;
3rd August, 1837.
- (106) S.A.Co.M.D. W. Giles to D. McLaren; 4th October,
1838.
- (107) Reconnoitering Voyages etc. P.P.70 seq. W. H. Leigh.
- (108) S.A.Co.I.C.(II) D. H. Schreyvogel to D. McLaren;
25th October, 1837.
- (109) A.P.(Q.S.) P.1043. W. Giles to G. F. Angas;
10th November, 1837.
- (110) S.A.Co.M.D. W. Giles to D. McLaren; 4th October, 1838.
- (111) S.A.Co.I.C.(II) C. S. Hare to D. McLaren;
28th October, 1837.
- (112) S.A.Co.L.B.(I) P.P.110/113. D. McLaren to E. Wheeler;
18th November, 1837.
- (113) A.P.(S.A.Co.) P.601. Cutting from the "Sydney
Colonist". F.L. P.11.
- (114) S.A.Co.L.B.(I) P.P.304/5. D. McLaren to T. H. Beare;
23rd November, 1837. S.A.Co.L.B.(IV) P.P.45/9.
D. McLaren to E. Wheeler; 7th August, 1840.
S.A.Co.L.B.(I) P.P.457/8. W. Giles to Govr. Gawler;
November, 1838. S.A.Co.M.D. D. McLaren to E.
Wheeler; 2nd November, 1837.
- (115) S.A.Co.M.D. D. McLaren to E. Wheeler; 2nd Novem-
ber, 1837. S.A.Co.L.B.(I) P.298. D. McLaren to
Govr. Hindmarsh; 18th November, 1837.
- (116) S.A.Co.K.I.C. W. Giles to D. McLaren; 5th Novem-
ber, 1838. S.A.Co.L.B.(I) P.P.457/8. W. Giles
to Gov. Gawler; November, 1838.
- (117) S.A.Co.L.O. E. Wheeler to D. McLaren; 29th May, 1838.
S.A.Co.L.B.(I) P.P.476/7. W. Giles to D. McLaren;
10th January, 1839.

- (118) After abandoning Kingscote the Company made several unsuccessful efforts to promote settlement by others in and around the town and in the neighborhood of the Cygnet Rivet by offering their lands on lease at extremely low rentals. S.A.Co.L.O. E. Wheeler to D. McLaren; 12th November, 1838. S.A.Co.L.B.(A) P.P.111/113. E. Wheeler to W. Giles; 3rd June, 1839. *ibid.* P.P.115/124. E. Wheeler to D. McLaren; 6th June, 1839. *ibid.* P.P.233/249. E. Wheeler to D. McLaren; 5th November, 1839. Third Annual Report P.P.17/18. 28th June, 1839.
- (119) E.A.Co.L.B.(I) P.P.121/5. D. McLaren to E. Wheeler; 12th December, 1837.
- (120) A.P.(F.S.) P.98. R. Gouger to R. Currie; 20th November, 1836.
- (121) S.A.Co.L.B.(I) P.P.121/5. D. McLaren to E. Wheeler; 12th December, 1837.
- (122) S.A.Co.L.B.(I) P.81. D. McLaren to E. Wheeler; 16th May, 1837.
- (123) McLaren examined American River in December, 1837, in company with Mildred, the engineer, and Captains Wakeling, Fewson and Pearson. He was greatly impressed by its appearances (superficial as it happened) of superiority to Nepean Bay, and a correspondence ensued with the London office in which he declared himself in favour of moving the settlement to the River. The Directors sanctioned the move, but before any further steps could be taken it was discovered that the inlet contained navigational hazards, including a bar across the entrance. S.A.Co.L.B.(I) P.P.121/5. D. McLaren to E. Wheeler; 12th December, 1837. *ibid.* D. McLaren to Ed. Stephens; 11th December, 1837. *ibid.* P.158. D. McLaren to E. Wheeler; 31st December, 1838. A.P.(Q.S.) D. McLaren to G. F. Angus; 5th January, 1838. S.A.Co.L.O. E. Wheeler to D. McLaren; 1st September, 1838. *ibid.* E. Wheeler to D. McLaren; 3rd September, 1838.
- (124) S.A.Co.M.(I) P.220. 10th November, 1837. S.A.Co.L.O. E. Wheeler to D. McLaren; 3rd April, 1838. *ibid.* E. Wheeler to D. McLaren; 11th December, 1837.
- (125) S.A.Co.L.B.(I) P.410. D. McLaren to E. Wheeler; 4th October, 1838. S.A.Co.M.(I) P.329. 14th September, 1838. S.A.Co.L.O. E. Wheeler to D. McLaren; 12th November, 1838.
- (126) S.A.Co.I.C.(II) Capt. Fewson to D. McLaren; 7th December, 1837.

- (127) S.A.Co.L.B.(I) P.280. D. McLaren to Capt. Pearson; 19th October, 1837.
- (128) S.A.Co.L.B.(I) P.P.121/5. D. McLaren to E. Wheeler; 12th December, 1837. *ibid.* P.115. D. McLaren to E. Wheeler; 18th November, 1837.
- (129) S.A.Co.M.(I) P.68. 1st July, 1836. *ibid.* P.73. 8th July, 1837.
- (130) A.P.(S.A.Co.) P.349. Specifications for the patent slip, supplied with the tender of White, Pantou & Co. 12th August, 1836. S.A.Co.M.(I) P.81. 5th August, 1836. *ibid.* P.126. 16th January, 1837. *ibid.* P.137.
- (131) S.A.Co.M.(I) P.96. 1st October, 1836. A.P.(S.A.Co.) P.374. Dimensions of a steam-boat to be built by the S.A.Co. in South Australia.
- (132) S.A.Co.I.C.(III) H. Mildred to D. McLaren; 12th January, 1838.
- (133) S.A.Co.L.B.(I) P.P.477/480. W. Giles to E. Wheeler; January, 1839. S.A.Co.L.B.(II) P.54. D. McLaren to W. Giles; 30th May, 1839. S.A.Co.L.B.(II) P.P.687/8. W. Giles to E. Woodroffe; 15th July, 1841. S.A.Co.L.B.(III) P.P.11/23. W. Giles to D. McLaren; 20th August, 1845.
- (134) S.A.Co.L.O. E. Wheeler to D. McLaren; 1st September, 1838.
- (135) Estimates of the cost of clearing varied. Stevenson said he thought it might be done for £10 an acre; Gouger and Whitmore said £15; but McLaren stated that the cost of clearing had never been less than £25 an acre. A.P.(Q.S.) P.693. G. Stevenson's Journal; Sunday, 8th January, 1836. A.P.(S.A.Co.) P.93. 11th March, 1841. S.A.Co.L.B.(III) P.P.32/3. D. McLaren to E. Wheeler; 3rd May, 1839.
- (136) See, for example; A.P.(Q.S.) P.P.501/3. John Smith to G. F. Angas; 18th October, 1836.
- (137) S.A.Co.L.O. E. Wheeler to D. McLaren; 8th June, 1837.
- (138) S.A.Co.L.B.(I) P.P.204/6. S. Stephens to W. M. Orr; 22nd December, 1836. A.P.(F.S.) P.106. Extract from a letter of Mr. Simpson to friends in England; about December, 1836.
- (139) S.A.Co.L.B.(I) P.P.110/120. D. McLaren to E. Wheeler; 18th November, 1837. S.A.Co.L.B.(II) P.123. D. McLaren to W. Giles; 19th July, 1839.

- (140) A.P.(F.S.) P.P.456/7. J. Germein to G. F. Angas;
3rd November, 1838. S.A.Co.L.B.(I) P.P.110/120.
D. McLaren to E. Wheeler; 18th November, 1837.
- (141) S.A.Co.L.B.(I) P.P.110/120. D. McLaren to E.
Wheeler; 18th November, 1837.
- (142) S.A.Co.L.M. D. McLaren to E. Wheeler; 22nd May, 1838.
- (143) An exception to this was the jetty which was built
between May or June and August, 1838.
- (144) S.A.Co.M.D. D. McLaren to E. Wheeler; 26th January,
1838.
- (145) S.A.Co.M.D. D. McLaren to E. Wheeler; 25th Oc-
tober, 1839.
- (146) S.A.Co.K.I.C. W. Giles to -. June, 1838. S.A.
Co.M.D. D. McLaren to E. Wheeler; 25th October, 1839.
- (147) S.A.Co.M.D. W. Giles to -. June, 1838. S.A.Co.
L.B.(II) P.P.51/6. D. McLaren to E. Wheeler;
21st August, 1838. S.A.Co.L.B.(II) P.P.1/10.
D. McLaren to E. Wheeler; 28th June, 1838.
- (148) S.A.Co.L.B.(I) P.395. W. Giles to D. McLaren;
7th September, 1838.
- (149) S.A.Co.K.I.C. W. Giles to D. McLaren; 7th Septem-
ber, 1838. S.A.Co.L.B.(I) P.442. D. McLaren to
Messrs. Jones & others, owners of the cutter "Mary
Ann"; 22nd October, 1838. S.A.Co.L.B.(I) P.P.457/8.
W. Giles to Governor Gawler; November, 1838. *ibid.*
P. 453. W. Giles to E. Wheeler; 3rd November, 1838.
ibid. P.P.390/2. W. Giles to D. McLaren; P.P.52/6.
D. McLaren to E. Wheeler; 21st August, 1838. S.A.
Co.L.B.(II) P.52/6. D. McLaren to E. Wheeler;
21st August, 1838.
- (150) S.A.Co.L.B.(I) P.453. W. Giles to E. Wheeler;
3rd November, 1838. See also S.A.Co.K.I.C. W. Giles
to D. McLaren; 5th November, 1838.
- (151) S.A.Co.L.B.(I) P.P.476/7. W. Giles to D. McLaren;
10th January, 1839. *ibid.* P.P.477/480. W. Giles
to E. Wheeler; January, 1839.
- (152) S.A.Co.M.(I) P.324. 24th August, 1838. *ibid.* P.329.
14th September, 1838. S.A.Co.L.O. E. Wheeler to
D. McLaren; 1st September, 1838. *ibid.* E. Wheeler
to D. McLaren; 3rd September. *ibid.* E. Wheeler to
D. McLaren; 25th September, 1838. *ibid.* E. Wheeler
to D. McLaren; 12th November, 1838.

- (153) S.A.Co.L.B.(III) P.P.207/218. D. McLaren to E. Wheeler; 4th October, 1839.
- (154) S.A.Co.R. P.P.17/18. Third Annual Report; 28th June, 1839.
- (155) S.A.Co.L.B.(I) P.P.110/113. D. McLaren to E. Wheeler; 18th November, 1837.
- (156) S.A.Co.M.D. D. McLaren to E. Wheeler; 14th February, 1838.
- (157) S.A.Co.M.D. D. McLaren to E. Wheeler; 25th October, 1839.
- (158) S.A.Co.L.B.(I) P.P.110/113. D. McLaren to E. Wheeler; 18th November, 1837.
- (159) S.A.Co.L.B.(I) P.P.74/88. D. McLaren to E. Wheeler; 16th May, 1837.
- (160) A.P.(Q.S.) P.1079. W. Giles to D. McLaren; 14th February, 1838.
- (161) S.A.Co.L.O. E. Wheeler to D. McLaren; 1st - 4th December, 1837.
- (162) S.A.Co.M.D. D. McLaren to E. Wheeler; 22nd May, 1838.
- (163) L.P. P.144.

CHAPTER IV

THE PROBLEM OF WATER

"Kangaroo Island...has I think only one good quality and that is its beautiful and safe harbour, which will likely conduce to its becoming a place of note - water is a scarce article but I trust they will be able to remedy that defect in time, by boring - it requires time and patience." (1)

The perennial problem at the Kingscote Station, from its foundation almost to the time of its abandonment, was the scarcity of water. It did not require a special insight for Wheeler to remark that no maritime station could succeed without adequate supplies of water however well endowed it might be in other respects (2). The quantity of water available at once set a limit not only to the size of the population but also in a large measure to the number of ships which could make use of the Bay at one time. The glories of a harbour at whose anchorage "there is room for thousands of vessels to lay in perfect safety from all wind, and much safer than any part of the River Thames" (3) were nothing if in order to water one or two ships the whole population had to go thirsty.

The Company never solved the water problem on Kangaroo Island because in respect to underground water, at any rate, the problem was insoluble. The fact is that the quantity of "fresh" underground water on the Island is severely limited, and what little there is is frequently contaminated at intervals with cyclic salt deposited on the land by wind and rain (4). For this reason alone the Directors' ambition to make Kingscote a great and prosperous cross-road of commerce was in the nature of things impossible of achievement.

Though they never suspected it(5), the most they could legitimately hope was that Kingscote would provide

adequate facilities for their whaling, sealing, and fishing operations and perhaps become a refuge and calling-place for passing ships.

But the Company's hopes were placed even farther beyond the possibility of achievement by reason of the fact that they never found out how to make the best use of the water available to them.

Stephens' well diggers had not long begun their operations at Reeves Point when they were introduced, apparently for the first time in their experience, to a puzzling phenomenon. It will be recalled that the first well began by yielding good drinking water. Use was made of it for some days; then for no apparent reason it suddenly turned salty.(6). Subsequent wells dug not only at Reeves Point but in the gullies and depressions behind the station and at Point Marsden all exhibited the same erratic tendency as the first. Either they would begin by being brackish and afterwards become fresh (7), or vice versa. Sometimes they would alternate between brackishness and freshness at different times or seasons; (8) and occasionally they would turn salty even while water was being taken from them.

Now this phenomenon is well known today in Australia and occurs with particular frequency in the arid southern coastal regions and neighboring islands. The explanation of it, stated simply, is that in certain areas fresh water soaking into the ground comes to rest as a "cream" on a stratum of salt water which may be either cyclic in origin or due immediately to a subterranean intrusion of sea-water, or both.

Wherever this occurs, the excavation and use of dams and wells, etc, calls for a knowledge of the phenomenon itself and familiarity with local conditions. The latter, because in different districts

the levels of the salt and fresh layers rise and fall at different periods and in varying degrees. Close to the sea, for example, the level of the salt layer may respond to the action of the tides. Elsewhere, it may depend on variations in the activity of salt-springs, etc., and a determining factor in all cases, of course, is the nature of the soil or rock in which the water is present. Variations in the depth of the fresh water layer can be due to a number of causes, the chief among which are evaporation, transpiration by vegetation, and use by stock, etc., the level being generally lower in the dry season than in the wet.

When a well is dug, a great deal of care has to be taken to avoid driving the shaft through the fresh layer into the salt - the safe depth being any point above the highest level to which the salt table rises. In using wells or dams of this kind care needs to be exercised, also, in regulating the amount of water drawn off, since, if too much is taken, a vacuum is created which may draw water up from the salt layer beneath. This, apparently, is what happened to the Company's first well.

These principles, which apply to most of the underground water on the Island, including Point Marsden and Reeves Point, seem never to have been understood by the Kingscotians. Precisely what their theories were it is difficult to say; but to judge from chance remarks made on the subject of water in private and Company correspondence they remained ignorant of the true situation to the end. On the flat at Reeves Point, for example, it is doubtful if the upper level of the salt layer is anywhere much farther below the surface than fifteen feet (9), yet in his journal Stephens expresses the opinion that water could be had at a depth of twenty

or thirty feet (10), while some months later Hare advocated boring to 200 feet (11). In a letter to Edmund Wheeler in December 1837, McLaren mentions as a likely indication that a good supply of water might be obtained at American River, the fact that he found there water in shallow holes not far from the beach. American River is subject to much the same conditions as Reeves Point, and if McLaren had known anything about the principles applying to local supplies of underground water he would never have cited the water holes at the "River" as useful evidence (12). The bewilderment and exasperation which the Company's officers never ceased to express at the peculiar behaviour of their wells, is a further indication that they lacked a knowledge of the causes, especially as there is no hint in their writings that they really knew why their wells behaved as they did.

Only one man appears to have suspected the truth, and this was the Company's geologist, Johannes Menge. In a letter to Angas written early in 1837 he says: "By means of limestone I hope to cut off the salt water from my wells. I am now digging, particularly if by bodies of spring water and rain water I shall be able to act against the tides of the sea, for the fresh waters spread through the decomposition of the rocks have no weight at all. Instead of artesian wells I am obliged to make wells of my own invention." (13) Menge realised, then, that the customary techniques for obtaining underground water were unsuitable; he had to improvise and experiment. What his actual intentions were is not clear, but it seems evident that he realised the salt level existed, that it was not stable, that some insulation between it

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and the fresh layer was needed, and that contamination of the wells could be overcome by an increase in the volume of fresh water in them from outside sources sufficiently to "act against the tides of the sea." One method used by the South Australian Dept. of Engineering and Water Supply today is to excavate a chamber or tank at the bottom of the well shaft in which a concrete floor is laid down a few inches above the highest level reached at any time by the salt. As an added precaution, the edges of the floor are bounded by a low wall. This enables the reservoir to fill with "fresh" water without the likelihood that salt will ooze in and spoil it. It has the added advantage that more water is immediately available than there would be in an ordinary well, and there is less danger that if the tank is emptied the inflowing water will bring salt with it. Menge's plan to "cut off the salt water" "by means of limestone" suggests that he was contemplating something similar, except that he proposed using a different insulating medium. This, however, would not have mattered providing the pan or floor had been well enough laid to give an effective seal. (14).

Unfortunately for the Company, Menge's experiments yielded no results. Apparently neither he nor his theories were ever taken very seriously, and to judge from the remarks passed about him by Mrs. Watts in her Memoirs (15) he was regarded as something of a joke - erudite, but for practical purposes, useless.

In the first few months of 1837 a vigorous, almost titanic, campaign was undertaken in the search for water and during most of this time several wells and rain-water tanks were being

excavated simultaneously within a mile radius of Reeves Point. "Holes and wells", one eye-witness relates, "were dug in all directions" and especially along the sea-front where it was hoped a spring would be found similar to that at Point Marsden (16), but the results were disappointing. The beach wells yielded nothing but sea-water, and those farther back on the flat were either brackish or exhibited the now well known tendency to alternate between brackishness and sweetness.

Part of the spur to these efforts seems to have been provided by the uncertainty of a continuous supply even from Point Marsden. In a letter to Angas in the Summer of 1837 Giles reveals that the failure of the settlement's main source of supply was certainly not unexpected. "The well from which Kingscote is supplied", he wrote "afforded the Town a sufficient quantity during the drought of last summer; how it will hold out during the present now the inhabitants have become more numerous is, I think, problematical... We are again trying for water on the Point - if we succeed the Town is established, if we fail the evil will be most serious".(17).

At the time Giles wrote this, Menge, under compulsion from McLaren (who had superseded Stephens as Manager) was engaged in the task of sinking a bore. The geologist had by now become convinced the problem would never be solved, and said so. The new Manager, however, thought otherwise, and anxious to exploit every possibility, peremptorily ordered Menge, in spite of his protests, to concentrate on putting down an artesian bore, in order, as he said, "that we may either obtain a supply of fresh water OR shall ascertain decidedly that it is not to be had." (18) In McLaren's opinion, Menge, for whom he had a decided antipathy, had simply been wasting the Company's money. 165

Needless to say, the drilling achieved nothing. The dreary task of excavating hole after hole was then resumed, and appears to have continued intermittently until at least the end of 1838. (19)

During this time desperation seems to have goaded McLaren into sanctioning a forlorn attempt by Menge to excavate a catchment area on or near the Point. Details of this project are lacking - the only mention of it being in a letter of Menge's to Angas in which he alludes to it briefly, and in characteristically vague terms (20). The work, however, was stopped by McLaren about the middle of 1838, probably as a result of his decision, after the land selections of May that year, to suspend all work on improvements at Kingscote (21).

Meanwhile, the establishment subsisted mainly on water brought from Cape Rouge (Shoal Point) on the north side of the Bay of Shoals (22) and on what could occasionally be snatched from one or other of the tanks and wells round the settlement.

The water-boat service began in August 1836 and continued almost without ceasing until the Company withdrew (23.)

The "Point Marsden" well seems at most times to have been able to yield the minimum requirements of the settlement, but the difficulties involved in transporting it four or five miles across the Bay must have been very great.

The well, which I have seen, is situated 310 links from high water-mark near the tip of Cape Rouge (24). In the absence of a conduit and pump, and there is record of neither (25) the water-butts would need to have been dragged or rolled to the beach and probably for some distance through the shallows to the raft or

barge. It may be that a ramp and a small causeway were constructed (it is hard to believe they were not) but the labour involved must still have been considerable.

In a letter dated November, 1836, William Deacon, a Company storekeeper, remarks that five men working daily managed to supply the settlers with enough water for a ration of only 2 quarts each per day (26). The resident population of Kingscote at that time numbered 79, in addition to which allowance must be made for seamen from ships frequenting the harbour (27). Assuming, then, that the actual population was nearer 100 persons we may deduce that the water boat service at that time was supplying the settlement with about 50 gallons a day.

This state of affairs must have been short-lived, however, as it is unlikely that the settlers would have tolerated the hardship. In any case, the steady increase in population during the ensuing twelve months to between 250 and 300 made improvement of the service inevitable.

One of the means by which it was improved is suggested by the appearance of an item: "Water Boat with Sails", in the inventories of 1838 and 1839 (28). This craft was probably specially adapted to its purpose, and its value, £38, suggests that it was a good deal larger than the first water boat, hired by Stephens from one of the Islanders.

Whether it was also found necessary to increase the number of men employed in the service I am unable to say, but as late

as May 1839, when the establishment had been drastically reduced, the service was costing the Company in the region of £7 a week.

Men were not specially employed to operate the waterboat service but seem to have been drawn from among the labourers in accordance with a roster. The work was hard and exhausting, and, although crews received a ration of grog by way of compensation, the duty was disliked.

According to W.H. Leigh the Company began by charging a $\frac{1}{2}$ d. per bucket for water from "Point Marsden", but later increased the price to a ld. (29). This is no doubt correct, although there is no mention of water charges in the Company papers before November 1837, when McLaren remarked in a letter that the current price was ld. per gallon (30).

This charge probably did not cover the cost of the service, but it must still have been a serious burden to larger families, especially those in the lower wage groups. The average quantity of water required by each person per week for drinking, cooking, washing and other purposes is difficult to estimate since the only statistics available are contained in chance remarks in private and Company correspondence. William Giles (31), whose family, including himself, numbered thirteen at the time (32) complained in February 1838 that it was costing him 9/4d. per week for water alone, using it with the strictest economy (33). On another occasion he stated he was spending 8/- per week (34). At the rate of ld. per gallon, then, the family was consuming between 96 and 112 gallons, or from 7 to 9 gallons per person per week. This was "strict economy" indeed.

In this connection it is interesting to note the amounts of water used in the slums of England at the time. In their book, "The Bleak Age", the Hammonds advert to the enquiries of a civil engineer who set himself the task of estimating the minimum amount of water necessary to keep a family reasonably clean and healthy. After considering the matter carefully he declared that "in London the actual consumption of the family of an English workman of the cleanest kind, consisting of five persons, was under 20 gallons, a day, or four gallons a head. Of the 20 gallons, 10 were used for cooking and personal washing. The other 10 were used for washing the rooms, washing the linen, and watering the flowers". But the experience of Nottingham and Preston, the Hammonds continue, "showed that when water came to the door it was consumed in double that quantity. In Nottingham the average consumption of the labourer's family was estimated at 40 gallons a day; in Preston at 45 gallons a day". (35) In both these cities charges for water were made; in Preston it was sold at the rate of $\frac{1}{2}$ d. for three gallons, and in Nottingham at between $\frac{1}{2}$ d. and $\frac{1}{4}$ d. per bucket, (36) so there is little reason to suppose that more water was used in either place than was considered necessary.

Thus, while it was estimated that about 100 gallons a week was requisite for the health and comfort of the average labouring class family, we see that in two typical industrial towns actual requirements varied from 280 to as much as 315 gallons a week. Alongside these quantities Giles' ration of 96 to 112 for a family of fourteen provides a striking contrast. If 8 gallons

per person were used by a moderately sized wage-earning family of, say, four to five persons at Kingscote, the total cost per week would have been 2/8d. to 3/4d; if 10 gallons were used, 3/4d. to 4/2d; if 12 gallons, 4/-d to 5/-d. Wages ranged from 13/-d. to 80/-d. per week in May 1837, and were not greatly increased between that date and February 1838 (37). But the average wage was nearer 25/-d. The immediate loss each week of 2/-d. or 3/-d. from this wretched pittance must have been a minor tragedy, especially as the high prices of foodstuffs and other necessities were already a serious drain on small incomes. The plight of families of 10 or more on incomes of 13/-d. to 20/-d. is not hard to imagine.

A little assistance is given to the imagination, however, by a letter of McLaren's written to the London Office a few days after Giles penned his interesting complaint:

"Yesterday the whole of the labourers struck work, chiefly on account of the grievance of having to pay for water a penny a gallon. They came up in a body to my house. The officers came up to protect and consult with me; viz Mr. Giles, Mr. Beare, Mr. Hare, and Mr. Mildred. The result was that we unanimously (Mr. Hare excepted) approved of giving those of them who are in the service of the Company water without charge - at the rate of one gallon per day for each adult and $\frac{1}{2}$ gallon for each child under 12 years of age, and one extra day's allowance weekly for washing - the water to be served out in the store yard, none on the Sabbath but a double allowance on Saturday, and this arrangement to continue in force while there was no water in the tanks, but not when there was - and this concession made and intimated by me not on the ground of right but of favour. They were in general satisfied. But some of the Germans quite disposed to mix up with this grievance that as to the prices in the retail store and the conduct of Mr. Hare". (38).

This magnanimous gesture no doubt relieved the labouring population from the worst of the financial burden, but the hardship must still have been severe. It is necessary only to consider the amount of water consumed weekly nowadays by an average family for household purposes, alone, to realise the inadequacy of the one gallon allowed free of charge by McLaren for all purposes (39). The filth and the discomfort must sometimes have been appalling, especially when, as it occasionally happened, the Bay was too rough for the water service to function (40).

In the winter months the situation was somewhat alleviated by the small ponds and tanks placed in strategic positions in and around the settlement.

In a letter to Sturt, dated October 1839, McLaren states that the Company had excavated "two considerable ponds" which he thought would provide "an adequate supply" of water for the present inhabitants of the settlement during the summer months (41). Giles, however, remarked that although the water in these was suitable for household uses it was not fit to drink (42); while Leigh described it as "stagnant and useless" (43). In granting his "favours", McLaren appears to have overlooked this detail; at all events the Kingscotians seem to have preferred the water from "Point Marsden" since the expense of maintaining the water service varied little, winter or summer (44).

Needless to say, whatever plans the Company might have had for farming and stock-raising on the Island came to nothing (45). Irrigation, of course, was impossible at Kingscote, where Kitchen

gardens could be cultivated successfully only in the winter months. Due, probably, to special care and even a certain amount of self-denial on the part of their owners, a number of fruit trees and vines managed to survive the seedling stage and Giles' little orchard seems to have flourished (46).

At the Company's farm on the Cygnet River the shortage of water was less acute. In the winter months, usually between May and September, the river carries a strong body of water which is suitable for all purposes (47); but during the rest of the year it stops flowing, its bed usually becoming a chain of lagoons and ponds, a few of which remain until the next season unless the summer is particularly long and severe. One of these lagoons was situated close to the Company's farm and seems to have sufficed to keep the stock alive, even in the so-called droughts of 1837 and 1838. There is no record of any of the stock having suffered from thirst though they came close to death by starvation a number of times (47).

According to local tradition on the Island the water supplies at the farm were supplemented by a well dug in the bed of the river (49). There is no allusion to this in contemporary accounts; but it seems not unlikely that it was a Company well, especially as those who remember it describe it as having been beautifully steened with bricks from top to bottom. It sounds like the work of a professional bricklayer, a number of whom were employed by the Company. Bricks were used for a variety of purposes by the Company and portion of the "Office" (50) at the farm was made out of them.

There is no evidence that the Company ever attempted to conserve the water in the Cygnet although a weir would not have involved any great expense. This fact provides further grounds for believing that shortages of water at the farm were never very serious.

Although shortage of water contributed to the failure of the Kingscote settlement the importance of this factor should not be over-emphasized, nor its bearing on the Company's decision to withdraw be misunderstood. It is known that the Island's underground resources of fresh water are meagre, and that the spring from which the Company derived most of their supply was capable of yielding only a limited amount at any given time. But the Company did not know this. As late as October, 1839, McLaren stated that in his opinion a population of 500 persons could be supplied with water from the Point Marsden well at a cost of only 2/6d. per 50 gallons, and a population of 1,000 at 2/-d. for the same quantity if a special "tank-boat" were built; and suggested that an even larger population might be catered for economically if a "lead pipe" were laid from the well to the settlement across the bed of the Bay of Shoals. The latter project he estimated would cost about £2,000 (51).

Whether or not the well could in fact have yielded such quantities is not important; the significant thing is that McLaren thought it could.

Why then did he not attempt to put his proposed measures into practice? The reason is that the construction of a tank-boat or

the laying of a pipeline involved capital outlay of a kind which, for certain reasons, he was anxious to avoid.

By the time the Company had ascertained with a fair degree of certainty that adequate supplies of water were not to be found nearer than Point Marsden, they had also made the alarming discovery that their tenure of the land and improvements at Kingscote was in jeopardy.

The Land Order, in virtue of which they had settled on Reeves Point, was found in 1837 to afford no guarantee that they would continue in possession of the land beyond the time when the Island was surveyed.

In view of this it was resolved that, until the matter was settled one way or the other, expenditure of capital on assets connected with the settlement should be restricted to the barest minimum.

The circumstances being what they were, the construction of a special tank-boat or a £2,000 pipe-line was out of the question, and remained so until the Kingscote station ceased to be of any practical importance for the Company's activities.

If the Company had not been hampered by the land problem, it is likely that they would have adopted more efficient and economical means of supplying the settlement. A tank-boat and cement-lined storage tanks would at least have ensured a supply of water sufficient for the minimum needs of comfort and convenience, and possibly more than the minimum (52).

As it was, the settlers were obliged to live year after year in constant distress either from absolute shortages of water, or from the expense of procuring it when it was available.

- (1) A.P. (F.S.) P.P.105/7 Mr. Simpson, mate of the "John Pirie" to friends in England; about December, 1836
- (2) S.A.Co. L.O. E. Wheeler to D. McLaren, 1st Sept., 1838
- (3) A.P. (F.S.) P.65. Extract from a letter from Capt. Martin to G.F. Angas.
- (4) For notes on K.I. water supplies see Appendix IX
- (5) The Directors did not abandon their hopes of the eventual establishment of Kingscote even after the Company's withdrawal from the Island.
- (6) A.P. (Q.S.) P.16. Saml. Stephens' Journal; 24th August, 1836
- (7) S.A. Co. (L.B. (I) P.374. W.Giles to D. McLaren; 30th March 1838; also S.A.Co. L.B. (I) P.479. W.Giles to E.Wheeler; Jan. 1838.
- (8) S.A.Co. L.B. (I) P.158. D.McLaren to E.Wheeler; 31st December, 1838
- (9) This estimate is made from measurements taken at the "Council Well" at Reeves Point. This well yielded fresh water for many years until it was accidentally deepened to a point below the salt level.
- (10) A.P. (Q.S.) Saml. Stephens' Journal; 4th, 5th and 6th Aug. 1836.
- (11) A.P. (F.S.) P.P. 109/12. C.S. Hare to G.F.Angas; 20th Dec. 1836.
- (12) S.A. Co. L.B. (I) P.P.121/5. D.McLaren to E. Wheeler; 12th Dec. 1837; also S.A.Co. L.B.(I) P.341. W. Giles to Ed. Stephens; 28th Dec., 1837.
- (13) A.P. (F.S.) J. Menge to G.F.Angas; 30th Jan., 1837.
- (14) The above information was gathered in an interview with Mr. A.W. Campbell, Engineer for Water Supply (Dept. of Engineering and Water Supply). Mr. Campbell informs me that an underground reservoir of the kind described is at present being installed by his Department at Streaky Bay. He considers that limestone could be substituted for concrete subject to the condition mentioned.
- (15) M.E.D. P. For exact location of the well, see F.B. 41.
- (16) P.V. P.104.

- (17) A.P. (Q.S.) P. 1044. W. Giles to G.F. Angas; 10th Nov. 1836.
- (18) S.A. Co. L.B. (I) P.P. 292/3. D. McLaren to J. Menge; 6th November 1837.
- (19) In a letter to McLaren dated 31st December 1838 (S.A. Co. L.) (I) P.374) Giles reports that sufficient fresh water had been found in "the well" to "encourage us in proceeding with the work". How long the water remained drinkable is not known owing to lack of records.
- (20) A.P. (F.S.) P.P. 437/8. J. Menge to G.F. Angas; 11th August 1838.
- (21) The reasons for this decision are discussed at length in the chapter on "Land Order 438".
- (22) In all the Company papers the well is spoken of as being at Point Marsden. Actually, the well was situated on the S.W. side of Cape Rouge (see chart P.43). I was shown the well by Mr. T. Chapman, a resident of the district, and it is in the position marked on the chart. Kangaroo Islanders to this day refer to the whole of the peninsular on the north side of the Bay of Shoals as Point Marsden, or the North Cape.
- (23) E.H. Hallack (K.I. (i) P.21) mentions that water was found outside Menge's door immediately he left the Island. The story seems to have a wide currency probably owing to its irony, and is repeated in other accounts, but it is certainly incorrect. Kingscote was without water when Menge left the Island in 1838 and remained without it for some time after the Company had withdrawn from the Island in 1840. It was not discovered until some years after the last of the Company's employer or agents had left Kingscote, and then by a local resident. This afterwards became the "Council Well". Mrs. Watts' account of it (M.E.D.P.11) is nearer the truth. She writes: "When the place was abandoned by all except two or three families, a fine spring of water was found a few yards from the beach, though hundreds of pounds had been previously sunk in searching for it". Mr. Roy Carter, of Kingscote, whose grandfather dug the well, assures me that this account is correct.
- (24) See photograph P.43
- (25) See P.70
- (26) A.P. (Q.S.) P.P.467/8. Extract from a letter of A. Deacon written aboard the "Africaine"; 2nd November 1836.
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- (27) The above figure results from the addition of the figure given for the total population of 5th Oct. 1836 (see Appendix II) and the number of Co. employes who arrived per "Africaine" - the only vessel to touch at Nepean Bay between 5th October and 2nd November 1836.
- (28) See Appendices VII and VIII
- (29) R.V. P.104, Leigh, who was surgeon of the Company's whaler, the "South Australian", was at Kingscote between April and September 1837. For weekly cost of the water service and the attitude of employes to service in the water-boat crew. S.A.Co.L.B.(III) P.P. 33/5. D. McLaren to E. Wheeler; 11th May, 1839 and A.P. (Q.S.) P. 697. George and Mrs. Stevenson's Journal; Tuesday 10th January 1837.
- (30) S.A. Co. L.B. (I) P.P. 95/109. D. McLaren to E. Wheeler; 4th November 1837.
- (31) Superintendent of Agriculture, Flocks, Herds and Banking on K.I.
- (32) Passenger list of the ship "Hartley" (S.A. Archives Group 1174) shows the Giles family to have numbered thirteen.
- (33) A.P. (Q.S.) P.1080. W. Giles to G.F. Angas; 14th Feb., 1838.
- (34) A.P. (Q.S.) P.1043. W. Giles to G.F. Angas; 10th Nov., 1837.
- (35) "The Bleak Age" P.69: J.L. & Barbara Hammond.
- (36) Ibid P.67
- (37) For information on wage rates see Appendices II & V
- (38) S.A. Co. L.B.(I) P.143. D. McLaren to E.Wheeler; 21st Feb., 1838. (It is not hard to see why the Germans were "disposed to mix up with this grievance that as to ..prices": they were paid the lowest wage of all, i.e. 13/- to 18/- p.wk.
- (39) This is still apparent even when allowance is made for the fact that personal habits are generally cleaner now than they were a century ago.
- (40) M.E.D. P.11. Deacon's prophecy that the settlement would "die of thirst" if rough weather came (A.P. (Q.S.) P.P.467/8. Extract from Deacon's letter; 2nd November, 1836) was unduly gloomy, but prolonged rough weather must sometimes have caused serious privation.

- (41) S.A.C.I.G. (A) D. McLaren to Capt. C. Sturt; 17th Oct., 1839
- (42) S.A.Co. L.B.(II) P.P. 479. W. Giles to E. Wheeler; Jan. 1839.
- (43) R.V. P.104. April to September 1837.
- (44) S.A. Co. L.B. P.P. 32/3. D. McLaren to E. Wheeler; 3rd May, 1839.
- (45) A serious effort was made by the Company to render the settlement self-sufficient in foodstuffs.
- (46) One of the fruit trees planted during the Company's occupation - a mulberry tree - is still bearing. See photograph P.38.
- (47) According to information supplied by the Department of Engineering and Water Supply, the Cygnet becomes slightly brackish towards the end of the summer season, but the Chairman of the Kingscote District Council, Mr. Sutor, and local land owners assure me that this is not correct.
- (48) See, for example S.A. Co. I.C. (A) D. McLaren to Capt. C. Sturt; 17th October 1839.
- (49) Some years ago, I am told by local residents, the site was excavated, and the well itself was destroyed in order to make a small weir and a pond for stock.
- (50) Mr. Tilbrook, the present owner of the site of the Company's whaling station at Encounter Bay informs me that the Company's well there still exists, and is steened with bricks.
- (51) S.A. Co. I.C. (A) D. McLaren to Capt. C. Sturt; 17th October 1839.
- (52) Present day Kingscote subsists partly on water pumped from the Cygnet River in the winter time into three one-million-gallon concrete tanks. The water is not always entirely satisfactory for drinking purposes, but it supplies most of the town's needs for domestic and other uses.

CHAPTER V

LAND ORDER No.438

When, in the closing months of 1835, it began to be apparent to the Directors that there would be an indefinite delay in the departure of the Commissioners' vessels, it was resolved that the Company should not wait, but despatch an expedition of its own as soon as this could be fitted out. One of the obstacles to the sending of the advance expedition, however, was the question of land. On arrival in the Colony the expedition would need to appropriate immediately a certain amount of land on which to erect their buildings, plant their grain and vegetables, and pasture their livestock. But it was not simply a case of landing in the new Colony and developing any area thought suitable for the Company's purposes. For, although the Company had already obtained Land Orders entitling them to nearly a quarter of a million acres of land (1) none of it would normally become available until after the surveys had been carried out. This meant, of course, that no appropriations could be made on Kangaroo Island or anywhere else until such time as the Resident Commissioner and the surveyors had arrived and begun their work.

Nor were there any provisions in the Colonisation Act and Commissioners' Regulations which could enable the Company to occupy and develop lands pending their selection of them at a later date - i.e. after the surveys. On the contrary, the difficulty was further complicated by the Modified Regulations of October 1st, 1835, which provided that when the surveys did eventually take place the holders of the first 437 Land Orders were to exercise the right of priority in the choice of town and country acres; and the latter in sections of 134 acres,

could be taken up in any surveyed district in the Colony - including Kangaroo Island (2). The Company, of course, held a large share of the preliminary Land Orders, and hence would enjoy the privileges conferred by them. But even among the holders of the "Preliminaries" there had to be some order of choice and this order was to be decided after the holders' arrival in the Colony - probably just before or after the surveys. So, although the Company held equal privileges with the other "Preliminary" purchasers, there could be no guarantee that first priority in the exercise of those privileges would be secured. The dangers, then, in occupying and developing land in the Colony before the preliminary choices were made, or at any rate until the order of choices was known, were obvious.

In these circumstances there was only one thing the Directors could do, and that was to negotiate with the Colonisation Commissioners for some kind of concession.

Late in October, therefore, Thomas Smith (3) wrote to the Commissioners explaining the situation and asking in view of it whether the Company might acquire a portion of land on Kangaroo Island to be appropriated by their Manager immediately on his arrival there.

On receipt of the Company's application, the Board of Commissioners resolved that the 320 acres be granted to the Company, but on two conditions; firstly:

"that if the site of the first town should be chosen so as to include the said land, it shall be given up for an equivalent quantity elsewhere",

and secondly:

"that should any of the holders of the first 437 Land Orders be restricted in their choice of land in consequence of this arrangement and suffer by such restriction, they shall receive compensation from the Colonial Commissioners". (4).

These were the terms of the resolutions as recorded in

the Minute Book for the meeting held on the 21st October, 1835. But the Secretary's letter to the Company advising them of the Commissioners' decision outlined conditions for the grant which are different from those laid down in the resolutions. In the first place, the procedure to be followed in the event of the Company's land being included in "the site of the first town" was not mentioned. In the second place, instead of informing the Company that, in the event of their selection interfering with the rights of Preliminary Purchasers, the latter should receive compensation from the Commissioners, the letter stated that, should any such conflict of interests arise the Company were to retain only the sites of certain of their buildings on the land originally selected by them, and were to exchange the remainder for an equal quantity elsewhere.

The text of the Commissioners' letter is as follows:

"In reply to your letter of the 21st instant, I have the pleasure to transmit the following extract from the minutes of that day, confirmed today.

A letter has been received from Mr. Thomas Smith enquiring if the Board would sell to the S.A. Co. four sections (5) of land in Kangaroo Island at the rate of 12/- per acre, the said sections to be selected by the Company's Agent either together or separately. And Mr. Smith, having explained that the objects of the Company in making this application were to provide, without waiting for the surveys, shelter and food for the servants of the Company it was resolved. That under these circumstances the Board consents to sell the land on the terms proposed, provided the selection by the S.A. Co. of these four sections does not interfere with the prior rights of selection conferred upon other parties by the regulations for the disposal of public land in the Colony. In the event of the selection made by the agent of the S.A. Company interfering with the rights of other parties under those regulations then the S.A. Co. shall exchange the lot or lots thus claimed by other parties for an equal quantity of land not subject to a prior claim in any other quarter. The S.A. Co., however, shall hold under any circumstances, such portion of the land as may be really bona fide occupied by the buildings of the Company erected for the purposes above recited" (6).

For the difference between the arrangement apparently

contemplated by the Commissioners' resolutions of the 21st October, and that outlined in their letter of the 28th, no explanation can be ventured here.

What it is important to notice, however, is that it was upon the terms stipulated in the letter, and not upon those laid down in the resolutions, that the agreement was eventually based.

Nothing further was done in the matter until the preparations for the first expedition were nearing completion; then, about a month before the first vessels were due to sail, application for the purchase of the four sections was tendered together with the purchase money £192 (7).

In the second week of February, a Land Order, No. 438, duly signed and sealed by the Commissioners, was handed over to the Company (8). In addition to the provisos relating to the contingent surrender of any land not occupied by buildings two further ones were added. Firstly, the Company (i.e. its Trustees - Angas, Smith and Kingscote) were not only to have absolute title to the land occupied by their buildings, but also "a right of road not less than fifty feet (9) wide on every side of and adjoining to the said buildings, and to and from thence in such direction as the Surveyor General of the Colony shall think right from and into the nearest public highway which shall be made". And secondly, the selection of 320 acres was to be "made subject to the same right of roads and footpaths and to the same reservation with respect to waterfrontage as may be determined on with reference to other lands in the Colony". (10).

Thus was issued Special Land Order No. 438; unique in the record of early South Australian land policy; and destined to cost the Company years of anxiety, and losses amounting to several thousands of pounds.

It was not long in becoming apparent that the Directors

had struck a most dangerous bargain.

Since the Company's possession of lands on Kangaroo Island depended upon choices made by the "Preliminary" purchasers, and these in turn upon the state of the surveys, the latter were bound to be a factor of importance in determining the scope of the Company's activities on the Island. For, in the interval between arrival at Nepean Bay and the choicest of the Preliminary Sections it would not only have been unwise, but madness, to expend much capital on improvements; since the more the Company developed the land the more attractive they would make it as a choice for others.

The possibility of a delay in the surveys no doubt occurred to the Directors before Stephens and his people left England. Knowing their shrewdness it is probable they allowed for a delay - a month or two, six at the outside. But, neither they nor anyone else could have dreamt that the surveys would take years to complete, with Kangaroo Island last of all!

By the closing months of 1836 the disturbing news began to arrive in England that the surveys were far behind-hand, (11) and by December the landed interests and their agents were in a fever of impatience and consternation at the delays. "13 months since the Company's land was paid for," Stephens complained to Angas, "and yet I cannot claim for them so much as will pasture a sheep." (12)

In the Colony Light was struggling against fearful odds to carry out his commission. Harrassed, among other things by shortages in men and materials, by the incompetence of most of his staff, and by the mischievous interference of Hindmarsh and his satellites, he did not begin surveying the Adelaide plains until April 1837 (13); and there were discomfoting rumours that the country surveys would not be completed for 12 months, or more (14).

For the Company, one of the principal land-holders, this was a frightening prospect. None of their objects involving the use of land and fixed assets (15) could be furthered until legal titles to the country sections had been secured - except on Kangaroo Island; and here Stephens found himself in the position of having to carry on the Company's business on land to which the Company held a most uncertain title.

In August 1837 he addressed himself to the Resident Commissioner:

" Sir,

I have the honour to advise you that on the 27th July 1836 I landed in this place holding (as I continue to do) a power of Attorney from Geo. Fife Angas, Henry Kingscote and Thomas Smith, Esquires, to select for them and by all lawful means to take possession of, for their use, Four Sections of Land containing 80 acres each in Kangaroo Island, to which sections they were entitled by virtue of Land order No. 438 dated and sealed in London on the 5th of February, 1836 by R. Torrens and Barnard Esquires, two of His Majesty's Colonisation Commissioners for this province, a copy of which Land Order I hand you herewith.

...I beg to advise you that in accordance with 1st (first) condition of the said Land Order No. 438 I have selected... 320 acres of land upon the point of land which divides Seal Bay from the Bay of Shoals. The land so selected forming a triangle two sides of which face the water.

I beg you will at your earliest convenience inform me whether such selection interferes with the prior right of selection conferred upon other parties as (illegible) by condition 2nd (second) of such Land Order as I wish to be able in my next letter to England to advise the before-named gentlemen of my being legally in possession of the Estate in question." (16)

There was, of course, only one reply Fisher could make to this, that he did not know whether Stephens' choice interfered with the prior rights of the Preliminary holders, and would not until they began to exercise those rights - i.e. after the surveys.

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"In answer to your enquiry I have to observe that the meaning of the second clause to which you have referred, is, that no Selection which might be made in Virtue of the Land Order in Question should so far interfere with the Prior Right of the other Parties conferred upon them by the Regulations for the Preliminary Sales which had been effected prior to the date of that Land Order, as to prevent such Parties Selecting the same Land if they please, and in the Event of their doing so, provision is made by the 3rd Clause of the Land Order - Your Selection cannot therefore interfere with the Rights of those other Parties inasmuch as they will be equally at liberty after the Land in question shall have been surveyed to select such Land the same as if it had not been selected by you". (17)

In England shortly afterwards the Directors asked much the same question as their Colonial Manager. In their first letter to the Commissioners they began by complaining bitterly about the expense and inconvenience caused by the delay in the surveys, mentioning the land on Kangaroo Island at the end, as though in afterthought. The Commissioners' answer was disturbing and a brisk interchange of letters ensued in which attention became increasingly focused on Land Order 438.

The relevant sections of this correspondence are so important in following the history of the Company on Kangaroo Island, and the legal quibble on which the land question eventually centred is so involved, that it is thought worthwhile to reproduce the extracts at length.

E. Wheeler to Rowland Hill; 14th November, 1837 (18).

".... Relying on early possession of their lands, the Company have to the present time been forwarding numerous bodies of officers and labourers with large quantities of stores at an expense of many thousands of Pounds and are paying weekly very large sums in wages so that they will sustain a serious loss for want of a proper field for their employment, they have also sent out several farmers with their men as tenants and have concluded contracts with others, never expecting any impediment to the immediate cultivation of the soil.

The latter, with their small capitals, will be ruined by the delay. The Company suggests that a running survey be made and that they should be put in immediate possession of the land at Kangaroo Island on which they have commenced their operations, and be allowed to select any quantity there they may wish".

Rowland Hill to the Directors of the South Australian Company; 18th November, 1837 (19).

".....With respect to the departure of your servants, as that departure took place, before even the surveyors left this country, and six months before the departure of the Governor, the Commissioners take it for granted, that you had objects in view, independent of the occupation of your land. The Commissioners were in no respect partners to such an arrangement, and are therefore in no degree responsible for the results.

.....

With respect to your proposed occupation of land in Kangaroo Island the Commissioners have only to refer you to the Rules and Regulations under which land has been sold to satisfy you that such an arrangement is impracticable".

E. Wheeler to Rowland Hill; 1st December, 1837 (20).

"...The early departure of the Company's servants was entirely for the prosecution of objects besides the immediate occupation of their land, but it was not confined thereto, as evinced by our absolute purchase of 320 acres on Kangaroo Island although a small portion of their people sailed prior to the Surveyors and the Governor the greater body did not go until long after the time it was originally announced those functionaries would depart.

.....

The assurance to the Company of the land they occupied in Kangaroo Island with the option of selecting further quantity there did not appear to the Board as rendered 'impracticable by the rules and regulations referred to'. They had purchased a certain quantity in that Island and had no delay occurred in the allotment of the lands they would doubtless have been ere now in full possession of the spot on which their servants were located. But through that circumstance an uncertainty

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exists of a most injurious tendency - the occupation of a barren spot, the foundation of a town, and the improvement of the neighborhood, have been secured by their capital, by their exertions, and by the labours, hardships, and self-denial of their servants in dependence on the justice of the Commissioners for them to be preserved against suffering from the non-completion of the Surveys, and if others who have expended neither funds nor efforts are allowed to reap the lawful advantages of the Company it will be unjust and illiberal.....In securing to them (the Company) the lands they have occupied no injury is done to other land holders no breach is made in the regulations of the Commissioners which would not be fully warranted by the peculiar circumstances of the case".

The temerity of the Directors was boundless. Their suggestion that no injury would be done to the "Preliminary" holders by the Commissioners' waiving the rules in the case of Land Order 438 was, of course, absurd. The "Preliminary" holders had originally made their purchases on the condition of absolute priority in the choice of lands in the Colony, and any abridgement of this privilege after the sales had been effected would be an injury, whichever way it was viewed. The Directors knew it.

And so did the Commissioners:

Rowland Hill to E. Wheeler, 9th December 1837 (21)

"....The Commissioners already having fully stated the course they have adopted with regard to the Surveys and the obstacles to their acceding to the request of the Directors as to the occupation of land in Kangaroo Island consider it unnecessary further to pursue a discussion involving no practical results".

In the Colony, meanwhile, McLaren was working hard behind the scenes to arrange circumvention of the regulations similar to that contemplated by the Directors.

Under the regime of the luckless Stephens at Kingscote the Company's undertakings there had fared badly. High prices, low wages, bad living conditions and unpopular officers had

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combined to arouse the resentment of the working population against the Company. Drunkenness, theft and insubordination were rife and violence and the threat of it had on occasions put the Company's Officers in fear of their very lives. When McLaren arrived in April 1837 (22) affairs were in a parlous state; the Company's projects were progressing at a snail's pace, expenditure was excessive and the clerical work was behindhand and much of it in hopeless confusion (23).

Nor was the situation improved by the terms of the agreement under which the Company occupied the land. McLaren soon recognised that until it was known definitely whether or not the Company were to retain the land around their buildings, the work of re-organisation could not proceed on a firm footing. And even in respect of the buildings there was some doubt. The Land Order granted the Company title to the land on which "buildings" were erected "really" and bona fidefor the purpose of providing shelter and food for the officers and servants": it said nothing about workshops, warehouses, out-buildings, wharves, dockyards, and slip-ways. A number of these had already been constructed and more were urgently needed. Without them the Company could do nothing. Yet, strictly interpreted - and both McLaren and Charles Mann, the Company's counsel, agreed it must be - the Land Order conveyed no security in the tenure of any land on which were erected buildings other than those implied by the words "for...shelter and food" (24). Given the circumstances it was not very probable, as McLaren remarked, that a court of law would define "buildings" so as to exclude everything other than dwellings; but the nagging uncertainty over what would be covered still remained.

A further consideration was Clause 4 of the Order stating that the selection of lands was to be made "subject to the same right of roads...and...reservation with respect to water-frontage as may be determined on with reference to other lands in the Colony". The difficulty here, of course, lay in the fact that it would not be known precisely what portions of land would be set aside for public purposes until the surveys had been carried out. Buildings other than dwellings at Kingscote, and especially those near the waterfront, were thus doubly endangered.

On 31st July, 1837, McLaren addressed a series of questions to Fisher in an effort to obtain a definite ruling from him on the rights conferred by the Land Order. He asked:

1. If he were not entitled to conclude that the agreement secured to the Company "under any circumstances" whatever: (a) possession and ownership of all the dwelling houses - whether huts, cottages or stone buildings - erected by the Company for the use of their servants, and of all the stores erected by them; and, (b) right of road of not less than 60 feet wide on every side of and adjoining to the buildings, and to and from thence, in such direction as the Surveyor General shall think fit, into the nearest highway "which shall be made subject to the same right of roads and footpaths and the same reservations with respect to water frontage as may be determined on with reference to other lands in the Colony"?
2. What extent of water frontage had been reserved or determined to be reserved elsewhere in the Colony? (25).

Fisher was far too cautious to be hastened into any off-handed affirmation of McLaren's "conclusions". He declined, in fact, to give a definite ruling on any head at all without first examining Kingscote and the Company's improvements for himself:

"In reply I beg to say that according to the Land Order (the Company) are to hold 'under any circumstances' such portions of the land as may

be really and Bona fide occupied by....Buildings of the Company for the purpose of providing without waiting for the Surveys shelter and food for their Servants with such a Right of Road.... footpaths, and Water frontage as your letter refers to, but before I can say positively whether under the terms of the Land Order it is intended that the Company should hold 'Dwelling Houses' whether 'Cottages or Stone Buildings' and all the 'Stores' erected by them, I must be more accurately informed, than I am at present, of the precise nature and extent of them, which might in my acceptance of the Terms of the Land Order govern the Question, and with a View to satisfy myself upon that Point as well as others regarding Kangaroo Island I propose to visit that Island the very first convenient opportunity.

As to 'Huts and Stores'....'for providing food for their Servants' I conceive the Company are intended to hold them with Right of Road and subject to the Stipulation to which I have before alluded.

With respect to Water frontage it is not yet determined nor will it be until the Country Surveys are more in advance.....but it will not be less than 100 feet of high water mark". (26)

Fisher's reply was evasive, but it confirmed McLaren's fears with regard to some of the buildings. Stephens, under the impression that by so doing he secured the water front, had built cottages all along the beach. It was now clear to McLaren that when the surveys took place these buildings would be standing on Government land (27).

To the methodical and businesslike McLaren the whole situation was galling in the extreme. Neither he nor Mann could avoid the conclusion, as he told Stephens, "that we should restrict our expenditure here to what is absolutely necessary, that although we had all the materials at hand it would be folly to attempt making a wharf - that some definite arrangement ought, if possible, to come to with Mr. Fisher on the subject, and that should be done by personal interview with him" (28).

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The last remark is interesting. In a letter to Wheeler he emphasised the same point: that any discussion of the subject "ought to form matter of CONVERSATION, not epistolary correspondence" (29). McLaren knew quite well that if any agreement with the Commissioners were reached on the question of land on Kangaroo Island it was likely to be of the kind whose details were better left unrecorded. There were many in the Colony who would have regarded an attempt by the Company to forestall the Preliminary purchasers in the exercise of their rights as nothing less than chicanery.

Fisher, however, was proving unco-operative. He stubbornly refused to give McLaren any assurance whatever in the matter, though the latter submitted him persistently to the same kind of cajolery as that used by the Directors on the Commissioners in London. Fisher very wisely refused to commit himself in any way other than by the promise to visit Kingscote at some unspecified time in the future in order to arrive at a definition of the word "buildings" as it appeared in the Land Order. Meanwhile he warned McLaren against proceeding with any confidence in the assumption that the word would be interpreted to mean anything other than "temporary" stores and huts (30). "He evades coming to any explicit statement," McLaren told Wheeler petulently, "He is not prepared by any act or writing, to add anything to the Right conveyed to the Company by the agreement with the Commissioners in London...and further, there are some parties here, who watch with (attention?) and jealousy every proceeding, which would secure to the Company any peculiar privileges" (31).

As he said, it was "a very slack business"; (32) and not least among the many inconveniences arising from it was the fact that unless and until the land was granted to the Company they could not take any steps to protect their own "property".

This was illustrated in May 1837 when a band of islanders raided the tents on the outskirts of the settlement, setting fire to the whole of the bush within a three-mile radius of Reeves Point (33). One of the attackers was captured and held for trial; but when McLaren attempted to prosecute him, the Advocate General disallowed the proceedings on the ground that the injured party was not the Company but the King to whom the land belonged - the Company having as yet received no formal grant. The difficulty was eventually overcome by proceeding against the prisoner in the name of the Commissioners (34). But, it was a clumsy business and most unsatisfactory if every time the Company wanted to bring an action of this kind they had to do so with the consent and co-operation of the Resident Commissioner.

The plight of the South Australian Company in the matter of its land on Kangaroo Island was unfortunate; but, as the Commissioners had been quick to point out, since no one had bidden them to Kingscote the state of their fortunes there was likewise no one's concern but their own. They were certainly misled in the belief that the surveys would be accomplished at an early date and there is good evidence for the view that the Commissioners were in a large measure to blame for the delay. But if the point is conceded it establishes merely that the latter owed a responsibility to all whose interests were affected; from which it follows that they would not have been justified in extricating the Company from their difficulties on Kangaroo Island without extending similar privileges to all who sought them (35). The Commissioners realised this only too well. Such tampering with the regulations on behalf of the South Australian Company would have been difficult, if not impossible, to defend in a court of law; and had it been possible a precedent would have been established capable of endangering the whole system of lands disposal.

It could not be argued that the extent of the Company's losses by comparison with those of any other single landholder justified the concession of peculiar privileges, since this merely served to raise the impossible problem of proportionate losses. In any case, the view courted the obvious rejoinder that the Company's resources were also larger than any other single landholder. If justice was the object, and McLaren and the Directors agreed it was, then the size of the Company's interests was irrelevant:

At its own risk the Company had hastily despatched an expedition to Nepean Bay to begin operations immediately, incidentally gaining at the same time a foothold in what was confidently believed to be one of the most valuable localities in the Colony. There were numbers ready to argue in view of this that the Company were anxious to obtain a grant of the land around Kingscote not primarily because of present difficulties but out of fear that in the allotment of the preliminary sections they would lose the advantage - that the Company, in fact, were using the delay in the surveys as a subterfuge to avoid the risk of losing the best situation in Nepean Bay, a harbour which they themselves proclaimed would ultimately become one of the greatest seaports in Australia.

The decided rebuff delivered to the Directors by the Commissioners in their letter of the 9th December might have been expected to end the matter; but the Directors were persistent. Towards the end of December, 1837, McLaren's letters arrived complaining of Fisher's attitude and mentioning the

disorders at Kingscote. This was made an occasion for reopening the discussion:

E. Wheeler to R. Hill: 3rd January, 1838 (36).

"I beg to acknowledge receipt of your letter of 9th ult. concerning the state of the Survey in South Australia and the settlement of Kingscote, and am again compelled to trouble you on the latter subjects by the information contained in the Company's recent despatches from the Colony.

The Commissioners are doubtless acquainted... that very considerable time must yet elapse ere the Surveys of the Country land are completed, and possession given, thus placing in a very unpleasant situation those whose operations compel them to locate elsewhere than Adelaide. The fishing and maritime business of the Company obliging them to provide resting place for their servants, induced the Directors to make an absolute purchase of 320 acres of land on Kangaroo Island...on the condition that the spot where their buildings were erected was to be secured to them with certain rights of way, frontage, etc. It is with much regret they learn that a disposition is manifested by the Colonial Commissioner, J.H. Fisher, Esq. to retard the settlement of this matter by interpreting the description of those erections as confined to Huts and Stores, and not to include Dwelling Houses. Whereas nothing of the kind is implied... - especially as it must be considered through the delay of the surveys it became indispensable for the Company's tenants to construct more substantial buildings than mere huts...(The) contents of their Manager's despatches have greatly disheartened the Board by raising the fear (which they greatly wish to repress) that some of the facilities held out to the Company may be withheld.

I am therefore instructed respectfully to request that the Commissioners will send out orders for the Company to be secured the sites on which their buildings are erected at Nepean Bay, for the appointment of a suitable Magistrate at Kingscote...and for the declaring that settlement a lawful Port and ~~fer~~ with equal privileges to any other in the Colony.....

R.Hill to E.Wheeler; 10th January, 1838 (37)

"With reference to the site occupied by the Company's buildings the Commission find that Order of the

5th February 1836 for land in Kangaroo Island on which the claim of the South Australian Company rests is so explicit that it appears to the Commissioners unnecessary to issue any further instructions for the sake of securing a due execution of such order. And the Commissioners regret that it is altogether out of their power to extend the rights of the Company beyond those conveyed by the Land Order.

In making an absolute sale of any quantity of land however small after having given priority of choice to others, the Commissioners are of the opinion that they consented to a deviation from the strict letter of the law only to be justified by the peculiar and urgent circumstances of the case as stated in the land order itself. And they feel assured...the Company will see... that any further deviation would not only be unjust towards others but absolutely impracticable. The attempt would in all probability lay the Commissioners open to actions at law which would be quite impossible to defend.

The Commissioners will be happy to recommend to the Government to appoint a magistrate to the settlement on Kangaroo Island, and to declare Nepean Bay a Port...."

The Commissioners were now obviously becoming alarmed in the realisation that Land Order 438 should never have been issued. The truth was that it was illegal, and if there were degrees of illegality the concession granted by it to the South Australian Company to erect and hold "buildings" on Kangaroo Island with rights of way and frontage was the most illegal part of it. If the Order were submitted to challenge in a court of law it would almost certainly be thrown out. And if it came to this the Company would plead, with every likelihood of success, that they had formally and in good faith obtained the concessions from His Majesty's Colonisation Commissioners for South Australia - and the latter would then be liable to the Company for damages.

Finding themselves thus compromised the Commissioners seem to have been a little uncertain how to act. The Directors' embarrassing insistence that the Company's title to the land

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occupied by their "buildings" be confirmed could best be met by interpreting "buildings", as Fisher had done, in the narrowest sense allowed by the terms of the Order and by offering the Company security of tenure within these limits only.

In their somewhat equivocal reply to Wheeler's next letter this appears to have been the course they were preparing to adopt.

E. Wheeler to R. Hill; 19th January, 1838 (38).

"...The Directors while thankful that some of their requests are granted...did not expect objection to the one denied, especially as they only applied for the due fulfilment of an agreement about which some mistake exists in South Australia. The order expressly states 'Buildings erected for the purpose of providing shelter and food for their Servants without waiting for the surveys' and does not restrict those Buildings to any particular description.

Had the surveys been completed in...the time... expected those Buildings would...have been less extensive than circumstances since required, for the Company's servants...could not be expected to remain in mere tents and rush huts for 18 to 20 months until the Country Land could be apportioned...

The Directors...do not see that they are asking any deviation from their contract..., nor anything unjust to others they rather consider it unjust to the Company for further uncertainty to be allowed on this point by any erroneous interpretation of that agreement by the Colonial Commissioners and...they feel assured that your Board will on further consideration of the entire case regard their request for 'instructions to be sent out to secure the Company the sites of their buildings at Nepean Bay' as perfectly reasonable and...give the necessary directions to Mr. Fisher for terminating the question raised by his misconception of a plain agreement".

From this it is quite clear the Directors suspected that the Commissioners were preparing to use the loophole afforded by the all-important word "buildings",

They were well aware that, from the text of the Order and the circumstances in which it was issued, "buildings for the purpose of providing food and shelter" could be interpreted so narrowly as to cripple the activities of the Company at Kingscote if not to preclude the possibility of their carrying on at all.

In their reply the Commissioners' intentions were clear enough:-

R. Hill to E. Wheeler; 20th January, 1838 (39).

"...I have to acquaint you that they (the Commissioners) cannot depart from their former decision as communicated in my letter of the 10th instant.

If the wishes of the Directors were merely that the Commissioners should confirm the instructions to the Colonial Commissioner contained in the Land Order, they would have no difficulty in acceding to their request.

But the Directors must...be aware...that an instruction to Mr. Fisher 'to secure to the Company the sites of their buildings at Nepean Bay' without limitation (40) (is) an instruction which if issued at all...might involve an extension of the privilege conveyed by the Land Order, and as such, not only prove an unjust and futile attempt to withdraw rights formally conveyed to other parties before the Land Order in question was granted, but by exciting hostility to the original measure, which.....is perhaps not strictly legal, render the enforcement even of its provisions, difficult if not impossible".

The Directors had played their last card, and lost. The Land Order was illegal and the Commissioners were ready with a definition, should the Company press the matter, to ensure that the consequences of their own indiscretion were not excessive.

In the circumstances the Directors' best course was to cease discussing their rights at law and come to some arrangement with the Commissioners in which the Land Order would play no part. They found the Commissioners most co-operative.

E. Wheeler to R. Hill; 30th January, 1838 (41).

"...The Directors understand that the order of choice

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for selection of the Country lands will probably be determined by a meeting of the Colonists and being anxious to afford every facility for the settlement of the question, consider the following arrangements would meet the difficulties of the case, if proposed by the Agents of the Commissioners of the Company and adopted by that Assembly.

1. The Company shall have first choice for 1,2, or 3 of their original or preliminary orders - part of the 437 (as their Agent may then decide) on the condition of taking last choice for an equal number of orders.
2. That the first choice, whether for 1, 2, or 3 orders, shall be confined to Kangaroo Island.
3. That should the foregoing right of choice be granted, the Company shall in fulfilment thereof, be allowed to select any spot or spots on Kangaroo Island, their Agent may see fit and in consideration of that concession shall forego all peculiar rights arising out of the order of 5th February 1836 for land on Kangaroo Island, merely retaining the right to select 320 acres there or elsewhere in order of the date of such land order". (42).

It was an ingenious plan, but of course quite unworkable. As McLaren later intimated to the Directors (43) the "Preliminary" holders would never have dreamt of consenting to it. They enjoyed certain privileges, and, as Dr. Oldham remarks, "no section of any community ever exhibited a greater jealousy with regard to their preservation". (44) A suggestion to this rapacious body of people that they should all and singly concede to the South Australian Company one, let alone three, choices on Kangaroo Island would have been rejected out of hand - serving at the same time merely to arouse a keener interest in the place.

If the Commissioners suspected this they said nothing about it to the Directors. The plan was consented to with alacrity on "the clear understanding that the ultimate decision of the question is to rest with a meeting of the colonists to be held previously to the determination of the order of choice for the

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selection of the country sections and that nothing in the arrangement is to interfere with the general regulations for the selection of lands" (45). Instructions were then sent to Fisher to co-operate with McLaren in furthering the scheme, or, in the event of its rejection, to confirm the Company in their title to the land occupied by those of their buildings at Nepean Bay which had been "erected....for the purposes named in the Land Order". (46).

It was late in January before the arrangement with the Commissioners was completed and the Directors were well aware that the news of it might reach McLaren too late to be effective. (47) Nevertheless, a copy of the correspondence was sent off immediately by the "Rapid" which left Falmouth on February 26th. The covering letter accompanying the despatch is interesting, since it serves to throw further light on the negotiations and, incidentally, reveals the interesting, if not entirely surprising, fact that, like McLaren's discussions with Fisher, the Directors' transaction was concluded not by "epistolary correspondence" only, but also by means of "CONVERSATION".

E. Wheeler to D. McLaren: 13th February, 1838 (48).

"....With regard to securing the Company, the scites (sic) of all their buildings at Nepean Bay much difficulty was experienced. The Land Order originally given by the Commissioners, is, strictly speaking, illegal, and an act for which they may be amenable to a court of justice, therefore an extension of its privileges was impracticable. After much communication, both in person and by letter... it was suggested that the matter might be arranged to our satisfaction, and, so as to extricate them from their dilemma, we were given to understand that they have reason to believe that our Agent (Mr. Stephens) had somewhat exceeded his due, having grasped all the best spots, and been so thoughtless as to make a public boast of his plans - therefore greater circumspection was requisite. As it seems likely that a public meeting of the colonists will be called to provide for an earlier choice of the Country lands, it was considered a good opportunity...for the settlement of the

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question, and that by a little co-operation between yourself and Mr. Fisher, the Company might obtain all they want.

While the Directors wish that every spot on Kangaroo Island really useful to them should be secured, even to the extent of 402 acres (the 3 orders)...they would naturally prefer to lose first choice for only 2 orders, if they would comprise the needful quantity...Should our request be granted for first choice, you will immediately secure Kingscote and its appurtenances, etc., and thus avoid any further disputes, and release the Commissioners from any evil consequences of the Kangaroo Island Land Order.

Should it happen, that, either by a refusal of the Colonists, or by the meeting having been held prior to the receipt of this the foregoing scheme is impracticable, then you must fight the points with Mr. Fisher, as well as you can, he receives directions to make all possible allowances in our favour".

Just six days before the "Rapid" dropped down the Falmouth roads en route to the Colony a meeting was called in Adelaide for the purpose of deciding upon the order in which the preliminary country sections should be selected.

The survey of the "first town" had been completed on March 10th, 1837, and by the 28th of the same month the "Preliminary" holders had chosen their "town acres" and the remainder had been disposed of by auction (49). In the middle of the following April the surveys for the country sections had begun, and by about February of the following year, in spite of delays, some 100,000 acres around Adelaide were ready for appropriation (50).

McLaren seems to have held out some faint hope that Kangaroo

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Island would not be included among the Districts available for selection by Preliminary purchasers (51). But, this was early dispelled when, in April, 1837, preparatory to beginning the surveys, the whole of the land adjacent to the Gulf, from Port Adelaide to Cape Jervis, was divided into six Districts, A to F, and 20,000 acres on Kangaroo Island into two Districts, G and H, of 10,000 acres each (52). Within any one of these eight Districts (when surveyed) the Preliminary holders were to have priority in the choice of their sections.

At the meeting of the "Preliminary" purchasers on February 20th it was resolved that the order of choice should be determined in the following way. There were to be two boxes each containing numbered tickets. A ticket was to be drawn from each box simultaneously, the number on one representing the number of a Land Order and the number on the other its place in the order of choice (53).

When the lots were drawn, the first, second, third, and fourth priorities went to Colonel Light, Richard Blundell, Capt. Hindmarsh and the South Australian Company respectively (54). There were, then, only three possible competitors with the Company for the first choice in District G. Any or all of them, however, might make selections in the open and surveyed area, or reserve for choices in the other Districts.

For reasons which need not be entered into here, these proceedings, which were to have taken place on March 1st, were stayed by a Supreme Court injunction. But on March 24th the injunction was withdrawn and it was announced that the meeting was to be held on the 12th May. At this meeting, after the order of selection had been determined the "Preliminary" purchasers were to begin selecting their sections on the map provided. But, owing to the fact that only 100,000 acres had yet been surveyed, it was resolved that those who wished to make their selections in the unsurveyed Districts should be allowed

to postpone their choices until such time as the area preferred by them had been surveyed and duly thrown open for appropriation (55).

As the day of the first selections approached, McLaren made up his mind on the course of action best suited to secure Kingscote for the Company, basing his strategy on legal advice obtained from Mann.

Mann's view was anything but reassuring, for he maintained that if it came to a legal struggle between the Company and a Preliminary holder for the land at Kingscote the Company could not reasonably expect to save anything except some "buildings". He pointed out, moreover, that it was by no means clear from the terms of the Land Order, whether the sixty-foot right of way around the buildings was intended for private (i.e. Company) use, or public - but he thought a court would interpret it to mean the latter!

The course to which he counselled McLaren, therefore, was firstly that he should give notice, at the meeting, of the Company's rights at Kingscote - a move presumably intended to bluff likely competitors who were not aware of the Land Order's weaknesses - and secondly that he reserve one of the Company's highest priorities for a choice in District G (56).

The Directors' despatch of the 23rd February did not arrive until the 20th June, 1838 - nearly a month after the Preliminary selections were over, and so, of course, played no part in the proceedings. Fisher, who had been promising for nearly a year to visit Kingscote and give his decision on the meaning of the word "buildings" in the Land Order, had not done so (57).

By now McLaren was rather counting on his non-arrival, since, as he afterwards said, the Resident Commissioner's failure, after repeated requests, to give an official interpretation of the crucial word, provided the Company with some grounds for defence should the legitimacy of their claims to all the improvements at Kingscote be challenged (58).

At the same time he did not give up the struggle to reach an "agreement" with Fisher which would place the settlement beyond the reach of the Preliminary holders. Fisher, however, would have none of it. It must have been apparent to him that the concessions granted by the Land Order were of dubious legality as it was, and any further meddling with the rights of Preliminary purchasers could only worsen the Commissioners' difficulties.

"I have been considering much", he told McLaren on the eve of the selections, "the subject of the Section at Nepean Bay and have had a discussion with several parties on the Subject. The result is that it is considered that it would not be possible to make an arrangement without the sanction of all the Preliminary Land Owners, which it would be impossible to obtain" (59)

On the day of the selections, then, McLaren had no recourse but to follow Mann's advice, and he went to the meeting with the intention of exercising the first two of the Company's highest priority Land Orders to secure Kingscote and its environs (60).

Everything, of course, would depend on whether the Preliminary holders with higher priorities than the Company were desirous of reserving for choices in Districts G or H.

The selections took place on the 12th, 15th and 17th of May (61) and on these days a total of 218 sections were chosen (62). One half of the total number of the preliminary sections were thus reserved for selection in the unsurveyed Districts; and out of these 219, no fewer than sixteen (63) were reserved by various parties for selection in Districts G and H - District G being 10,000 acres in the neighborhood of, and including, Kingscote, and District H being 10,000 acres in the neighborhood of Point Marsden.

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Before the selections began, McLaren gave public notice of the Company's concessions on Kangaroo Island, and caused the Advocate General to read the terms of Land Order 438 to the assembled Preliminary holders.

He seems to have supposed that this move would delude more selectors than in fact it did; for as he later remarked, he expected at the time that not more than two or three would reserve for G and none at all for H. This mis-calculation he soon regretted, As it was, the number who did reserve for choices in those Districts took him so completely by surprise that his plans mis-carried and he failed to make the best of his opportunities (64).

There were, as we have seen, three other Preliminary purchases who had the opportunity of reserving in G or H before the Company. In fact, however, only one of them did. Colonel Light used his priority to select section 1 (one) near Adelaide; while Hindmarsh finding himself in a good position to "bargain" with the Company, informed the Manager that he could purchase the priority for the sum of £1000, otherwise he would sell to the first bidder (65). McLaren's reaction to this "proposition" is not recorded. In any case the Governor apparently thought better of it, because he, or rather his agent, later exercised the priority to select two sections in the surveyed area and to reserve for three choices in District E (66).

This left Blundell. The latter was living in England at the time, and John Morphett, who was acting as his agent, reserved for a choice to be made in District G, in virtue of Preliminary Land Order 47 held by his client (67). McLaren does not mention that he attempted to dissuade Morphett from this unfortunate decision though it is very likely he approached him. Morphett, however, did not alter his purpose and the transaction was duly sealed.

The worst had happened; but so far the proceedings had been

virtually automatic, and certainly beyond McLaren's power to control. Blundell had drawn a higher priority and his agent had exercised it according to his will and that was that.

Preliminary Land Order 476 belonging to the Company gained fourth place in the order of priorities and this McLaren naturally used to reserve for a section in G.

From this point his account of the proceedings becomes a little difficult to follow. "Mr. Morphett", he declares "then took his 2nd in G and 1st in H. I chose next - took the 2nd in H and thereafter the 4th in G." (68). But on examining in the Lands Department the "heels" of the Land Orders used to reserve for G and H I find that Morphett was the agent for only one of the proprietors, namely Richard Blundell, for whom, as we have seen, he reserved for one choice in G. All the other reservations for G and H were made in the names of persons other than Blundell, and for none of whom Morphett was the agent. The only explanation I can venture for this inconsistency is that Morphett was acting for the agents of some of the other proprietors - i.e. as an agent's agent (69). Secondly, having stated that "Mr. Morphett declared his first Reserve to be in G", McLaren later says he "took his 2nd in G and 1st in H". By this he must have meant that Morphett, having made first reservation for Blundell in G, then made another in the same district (i.e. after the S.A. Coy.,) followed by a third in H, the latter being the first reservation made in that district. This construction is borne out if it is assumed that Morphett was acting for the agent of Thomas Wilson (see Note No. 69).

When Morphett reserved for G and H on priority 130 McLaren found to his chagrin that he lacked by this time a priority high enough for him to out-manceuvre his rival, having expended all those higher than 133 to obtain sections and reservations in Districts on the mainland. Probably he had been unaware before this that Morphett was acting for Wilson; since, had he known it he would almost certainly have been more wary.

Morphett's clients now possessed not only first and third choices in G, but first in H from whence the Company's water supply was obtained.

Things were going badly, but there was more to follow.

Thinking that no one else would reserve on the higher priorities for sections on the Island he reserved for three more choices in District G on priorities 196, 201 and 202, only to see John Hibbert, for whom Charles Brown Fisher was apparently acting, reserve for G on priority number 200.

McLaren seldom made mistakes, and least of all through under-estimation of a situation. The interest shown in Kangaroo Island took him quite unawares and almost before he realised what was happening he had lost his advantages. Had he foreseen this little tour de force he could have used the Company's highest priorities, 6, 14, 15 and 34, for example, to obtain 3rd, 4th, 6th, and 7th options in G and 2nd in H.

When the "Preliminary" selections ended on the 18th May the reservations of Kangaroo Island stood thus:-

District G:

<u>Order of Choice</u>	<u>Nos. of Land Orders</u>	<u>Proprietors</u>
2	47	Richard Blundell
4	376	S.A. Company
130	261	Thomas Wilson
196	432	S.A. Company
200	227	John Hibbert
201	364	S.A. Company
202	345	S.A. Company
206	319	E. Moore
254	16	John Wright
268	167	T.H. Beare
279		J. Rigge

District H:

130	262	Thomas Wilson
133	368	S.A. Company
162	152	William Witham
184	119	John Abel Smith
206	323	E. Moore

The Company's defeat at the "Preliminary" meetings was, of course, something of a catastrophe. Except for the feeble protection afforded by Land Order 438 the settlement, and not only the settlement but its sole reliable source of water, was now at the tender mercy of John Morphett, Esquire.

It was true, as the Directors later plausibly pointed out to the shareholders, that District G contained 10,000 acres, on only 134 of which Blundell possessed an option (70), but it did not require a prophetic insight to guess where in District G those few acres would be taken up. Concerning Morphett's intentions McLaren at any rate was under no allusions whatever. "The first circumstance which appeared extraordinary", he told Wheeler, "namely, Mr. Morphett's having reserved choices to be made in that District, is susceptible of a very easy explanation. He expected to get our buildings and the advantage of our improvements, and the circumstance of my having reserved, was for the purpose of securing these advantages, as far as possible, from Mr. Morphett's grasp". (71)

As for the protective powers of Special Land Order No. 438, McLaren knew well enough that this was a reed which would bear little weight if leaned upon in a court of law. And the nuisance of it was that Morphett and Gilles, and in fact all the interested "Preliminary" holders and their agents, knew it too! (72). The disconcerting fact was that Morphett and the others had given McLaren clearly to understand that they recognised Land Order 438 to be quite contrary to the legal rights of the "Preliminary" purchasers - that, in fact, when the time came to appropriate land on Kangaroo Island they would spare no effort, if it suited their purposes, to have the Company thrown out of

Kingscote, lock, stock and barrel.

In any case, as McLaren remarked, even if the Order did survive a legal challenge, the "buildings" (whatever they comprised) would be of very little use to the Company without the land connected with them (73).

The failure to secure the area around the well at "Point Marsden" was for McLaren the unkindest cut of all, because this was a loss he could easily have prevented, and, as he himself sadly admitted, "ought" to have prevented (74). Whoever held the spring in this neighbourhood might well be in a position to extort an exorbitant fee from the Company for the use of the water, the expense of procuring which was already severe enough.

The situation here, however, was not entirely hopeless. The Company had erected a "building" in the form of a hut close by the well, and if hut and well were found to be within sixty feet of one another the latter would then lie within the area allotted as "right of way" by Land Order 438 (75). Alternatively, should the well be more than sixty feet from the hut, there was still a chance that water might be found elsewhere along the sea-front (76).

Water might be secured for the settlement, or it might not; this remained to be seen. Everything now hung on the future. Next month, or next year, or whenever it was that the surveys were completed on the Island, might see the Company swept clean off Reeves Point. As a Company possession the station no longer had any foreseeable future. "Nothing further has been done", wrote McLaren a month or so later, "nor will there be anything further done at Kingscote for sometime". (77)

The most the Company could hope, should the land on the Point be taken by Blundell, "his heirs or assigns", was that they might be allowed to remain as tenants. But on what terms? Instead of ending the uncertainty which had for so long been crippling the Company's activities at Kingscote the results of the

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"Preliminary" meeting served merely to prolong it and increase it. McLaren summed it up: "at the present time, nothing can be done. The permanent occupation of any place cannot be secured, and consequently we must wait patiently till (the land is?) surveyed and selections made". (78)

But "Waiting Patiently" inevitably meant stagnation. The further curtailment of all activities involving the construction and repair of fixed assets, and the improvement of the land generally, left a large proportion of the wage earning establishment virtually in a state of idleness, and quite apart from the expense arising directly from failure to keep all the men profitably employed the inaction itself was a fruitful source of several evils - among them laziness, intemperance and insubordination - which was unpleasant in themselves and harmful to the Company.

"The delay which has arisen in the appropriation of the land", Giles told the Governor, "has well-nigh brought this settlement to ruin, and consequently taken from the S.A. Co. some thousands".(79) He poured out the same sad tale to the Directors: "The postponement of the choice of the Preliminary Sections month after month is an evil which you must be here and live here to be enabled justly to appreciate. The Company must suffer to the amount of thousands, whilst Kingscote may be considered almost deserted (80) and scarcely a shilling is expended but what comes through my hands in the shape of wages". (81)

"Waiting patiently" cost money: It had already cost the Company a fortune. Who was to blame for this, and who, therefore, should be made to pay? McLaren could make one suggestion: "Your Correspondence with the Commissioners as to Kingscote", he told the Directors, "acquires a melancholy

additional interest, from the state of matters here, and as a greater amount of capital has been expended at Kingscote, in consequence of the (delayed?) Occupation of the Country Lands. The Directors are entitled in the Equity to some very considerable recompense. (82)

His Majesty's Colonisation Commissioners had already contemplated this truth.

Before proceeding to the final episode in the story of the Company's troublesome Land Order, it is worthwhile to digress a little in order to notice a rather surprising incident which occurred in England exactly twelve months after the Preliminary meeting, and which may well have helped to determine the outcome at Kingscote.

In the Third Annual Report, after denying the absurd rumour that the Company were about to be "dispossessed of their property and improvements, by a party having the first right of choice at Nepean Bay", and having reassured the shareholders in the knowledge that their buildings were secured to them, the Directors made an interesting announcement:

"As the holder of that right of choice is a considerable proprietor in the Company, the Board fear no attempt to interfere with your undoubted property. Nevertheless, you may be assured of due vigilance for your interest in this....matter, and of the steady determination of the Directors to resist any encroachment upon your privileges" (83).

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This revelation caused me to make some enquiries about the "party", Richard Blundell, and the results, though meagre, provide a useful side-light on later developments connected with the Land Order.

Richard Blundell, business man, of Hooton, Chester, was indeed, as the Directors said, a "considerable proprietor". When the Company was formed he took up a hundred of the original fifty-pound shares, and seems later to have increased his holdings still further (84).

A little over three weeks before the Annual Report was published, however, Blundell was committed to Chester Gaol on a charge of having, among other things, forged a promissory note for £487, with intent to defraud Sir Thomas Stanley (by whom he was employed as steward), Mr. Henry Hayes, a former business partner and Messrs. Williams, Granville and Co., bankers, of Chester (85).

Blundell's downfall came as something of a shock to many of those who knew him, for, although he had been living more or less on his wits for three years as an "uncertified bankrupt" (86) he had contrived so successfully to conceal the true state of his finances, that almost until the day he was taken into custody, he was regarded by the "men of the city", with whom he associated, as a man of some substance - so much so that his "high respectability", as Wheeler phrased it, was a foregone conclusion.

His progress downhill to disgrace and imprisonment was naturally watched with great interest by the Company. The latter, in fact, did more than merely observe it; for at the time when his exposure was imminent they had obtained a lien on more than £3000 worth of his assets, through a transaction initiated by Blundell himself, which, in the crisis of his affairs placed the Company among the arbiters of his fate.

Early in the year, (February 1839) Blundell had approached the Board of Directors with the request that they instruct their Colonial Manager to advance the sum of £3000 to his (Blundell's)

agent, John Morphett, to finance the latter in the purchase of lands on his behalf, declaring himself willing to deposit his shares with the Company as security for his payment of the sum in London when he had obtained the necessary funds.

The Directors, evidently ignorant of his true financial position and supposing that his lack of ready cash was due merely to some temporary exigency of business, had consented with alacrity. Blundell's shares were handed over to the Company, and, in his next despatch, Wheeler instructed McLaren to carry through the transaction in the Colony, warmly reminding him at the same time that the "respectable" Mr. Blundell was not only a major shareholder in the Company, but the owner of Land Order 47, the "first choice at Kingscote" (87).

Three weeks later, however, Blundell approached the Company again, this time with the request that he be given an extension of time in which to pay a recent call on his shares. The Board agreed, allowing him until the 23rd May providing he paid interest on the sum due in the intervening period. (88)

This protracted insolvency of Blundell could hardly have failed to arouse the Board's interest, although there is no evidence that they suspected even yet that he was in serious financial difficulties. In fact, they seem to have received no clear intimation that he was in trouble until about the middle of May when rumours about him began to circulate, which were ugly, and for his creditors, alarming. As one of the latter, the Company acted promptly.

E. Wheeler to D. McLaren : 25th May 1839:

"You will remember that my despatches p. 'City of Adelaide' empowered you to arrange with Mr. Morphett as the agent for Mr. Richd. Blundell for certain advances on his Colonial property to an amount not exceeding £3,000 as a collateral security for which we held securities for his 210 shares in our Company. It is but right that you should be informed as a confidential hint

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that Mr. Blundell is at present rather embarrassed but sufficient time has not yet elapsed to ascertain whether he is likely to extricate himself or not. I think we have a tight hold upon his shares but as a precaution against any number having to be sold and our collateral security being thereby reduced you had better endeavour to ensure an ample lien on his lands etc." (89)

Blundell did not "extricate" himself. On the 29th May (90) he was charged with forgery and committed to Chester Castle to await his trial (91).

Shortly before this development, Wheeler had thoughtfully informed George Morphett that Blundell was about to fail, and the warning was immediately transmitted to John Morphett (Blundell's agent in the Colony) by his brother Nat.

"My Dear John

"I sent off a letter yesterday by the (illegible word) of the 'Prince Regent', in which I mentioned the intimation George had received from Mr. Wheeler as to Mr. Blundell's circumstances. I was willing, however, to hope that the state of things was not quite so bad as Mr. Wheeler hinted at. These hopes are dispelled by a paragraph in this morning's Times, of which I send you a copy (several words illegible) which you will see that the caution I gave you (illegible word) my last as to your connections in Mr. Blundell's affairs (several words illegible).

"From the Times of the 4th June:
 "On Saturday last a person named Blundell, Confidential Steward to Sir Thomas Stanley, was committed to Chester Gaol. He has it seems been trafficking largely in Shares in Land in Australia. The Bankers and many of Sir. Thomas Stanley's tenants are the main sufferers. He was a person previously to this affair deemed highly respectable. Indeed the confidence placed in him by the Bankers proves him to have been so. Many of the Farmers will be ruined. He is about 50 years of age, (92) has a wife, but fortunately no children. A dishonoured Bill which he could not meet caused the holder to write to Sir. Thomas Stanley on the subject and which was the immediate cause of his arrest. It is supposed that he soon intended to have emigrated to South Australia.

"Evening Paper" (93)

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From prison Blundell wrote several times to the Directors pleading for permission to realise on some of his shares; but without success. Sympathy for him they may have had, but they were determined to do nothing which might jeopardise the Company's interests in the matter.

"Mr. Blundell's affairs seem rapidly becoming worse", Wheeler told McLaren in his next despatch, "...& he is trying to induce us to permit the disposal of some of his shares in our Company but as the Directors think the advance authorised to you may have been...made, and you may have regarded the shares in our hands, when estimating the value of the security tendered (by Morphett) they will not comply with his wishes and unless absolutely compelled they will do nothing to reduce the security deposited here. It seems probable that his property will be placed in the hands of trustees for the general benefit of his creditors. You thus know the present state of the case, and you must take the utmost caution to keep the Company safe; if so, I have no apprehension of our sustaining any loss". (94)

"....the Board have positively refused weakening their security by allowing any transfer of any of the shares collaterally deposited with them" (95).

With the details of Blundell's case we are not concerned here. He was declared a bankrupt (96) and arraigned for trial at the Cheshire Assizes on the 16th August, 1839, on a charge of forgery with intent to defraud.

The case for the prosecution broke down, however, on grounds of insufficient evidence. While it was established that he had forged the name of a former partner, Henry Hayes, on a promissory note, the prosecution failed to show that he had done so with intent to defraud, and the jury brought a verdict of 'not guilty' (97). But he was no sooner acquitted than he was tried again, this time on a charge of embezzlement. He was found guilty and sentenced to transportation for a period of seven to fourteen years (98).

Blundell appears to have served his sentence, because thereafter his business with the Company - such of it as there was - was transacted by "assigns" or "trustees".

As the Directors expected, the latter did attempt to gain

possession of his shares; (99) but as late as December 1844 the Company still held 105 "Old" shares, (presumably meaning those originally issued at fifty-pounds) which were then the property of Blundell's "assignees". It is not known, however, whether at that time the stock was being retained by the Company as security for the £3,000 loan, or because of a nett arrears in calls amounting by then to a little over £1000 (100).

The consequences of Blundell's disaster, so far as the Company's land problem at Kingscote was concerned, are not clear. McLaren on learning of it was inclined to view the development with disfavour. Having lent the £3,000 to Morphett (101) he had evidently felt that the transaction placed the Company in a favourable position for reaching some "arrangement" over Land Order 47. When he heard that Blundell was ruined, therefore he feared this position might be overturned in the settlement with Blundell's creditors, or by the activities of his assigns. Morphett, moreover, though in competition with the Company in this matter, often co-operated with McLaren in Business, and the two were on more or less friendly terms. For this reason McLaren felt that he was at least as likely to settle the question satisfactorily with Morphett as with anyone else.

"The first choice (at Kingscote)", he told Wheeler", may probably now be more disadvantageous, for us, owing to Mr. Blundell's circumstances, than it would be in Mr. Morphett's hands, as his Agent - But it may be otherwise - and our having made the advance may give us the control of that matter" (102).

In practice, however, the loan does not appear to have given the Company much "control of that matter" at all. Morphett continued to act as the agent of Blundell's assigns - at least so far as Land Order 47 was concerned - and was still in possession of it when the peculiar privileges of Preliminary Land Orders were abolished in April 1843. (103). And throughout that period the Company continued to regard the Land Order as a contingent threat to their interests.

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On the evidence, the Company's eventual success in the question of the land at Kingscote seems to have been aided less by any bargaining power conferred on them by their position as creditors than by the mere fact of Blundell's bankruptcy and the poverty of his assigns.

There is reason to believe that, being in straitened circumstances, they lacked the means to press legal proceedings for the recognition or implementation of their rights.

That their resources were small is suggested both by the heavy accumulation of arrears on Blundell's share calls up to 1844 and by the direct testimony of McLaren himself. At a time when, for certain reasons to be discussed later, an opportunity arose for Morphett to assert the claims of his "constituents", McLaren stated in a letter to Giles that he thought Morphett would be disinclined, "from the circumstances of Mr. Richdr. Blundell....to incur any expense or responsibility which he can avoid", adding that he hoped, therefore, "the selections will be favourably arranged". (104)

If McLaren's supposition was correct - and McLaren was not over prone to express beliefs like this on slight grounds - it serves to explain why Morphett never made a serious effort to prosecute his "constituents" claims. Had he pressed those claims with patience and determination it is very likely that they would have gained not merely recognition but implementation as well, in spite of the efforts of the Company and the Commissioners to subvert them.

But Morphett made no such effort. Throughout the whole of the proceedings, from 1838 to the time when the Company eventually gained their ends, Morphett remained quietly in the background. It is true that when the critical moment arrived in February 1843, he wrote to Grey notifying him that he had certain claims" to make on behalf of his "constituents" in the event of Districts G and H being surveyed, and he seems,

moreover, to have refused to compromise in the matter with Giles; but apart from these instances there exists no evidence to show that he made any other overt movements calculated to bring him into collision with the Company.

Morphett seems to have played a waiting game; and if his "constituents" were unwilling or unable to risk a legal war of attrition with the South Australian Company and the British Government combined, a waiting game was the only one he could play.

McLaren was right when he said the Company would have to "wait patiently", but it is doubtful whether even he suspected how long. In the meantime, the Kingscote settlement languished and passed into the decline from which it never recovered.

Anxious to placate the shareholders for the huge and profitless outlay demanded by the station (105), badgered by McLaren to "CONCENTRATE" the Company's activities (i.e. on the mainland) (106) and harrassed by uncertainty as to the tenure of the land, the Directors at last yielded to necessity, albeit reluctantly (107), and in the closing months of 1838 authorised their Colonial Manager to reduce the establishment to the strength of a maintenance gang (108).

By the time the Fourth Report was written even the small remaining establishment had been removed, and most of the officers discharged (109) "although", as Angas said rather wistfully, "the Directors are not without hope, that in the future development of the Colony, the advantages of this excellent harbour may make it a valuable property". (110)

Thus, when we again take up the thread of the story, Kingscote's fate as a settlement has already been sealed. Henceforward the negotiations over Land Order 438 are for the site of a township whose deserted buildings are crumbling year by year amid the encroaching undergrowth and narrowleaf.

Little occurred to disturb the calm which descended on

THE SITE OF KINGSCOTE

and

THE COMPANY'S QUARRY AT NEPEAN BAY



Reeves Point
from the cliffs above the quarry.



The quarry



The quarry jetty.

the Kingscote question after the debacle of 1838-9 until January 1843 when an Act of the Imperial Parliament to regulate the sale of waste lands arrived in the Colony.

On the Company's part this silence is not altogether surprising. Since it was no longer their intention to develop Kingscote there was little to encourage them to undertake an energetic campaign for the settlement of the arguments raised by their Land Order. So long as there remained anything at Kingscote worth a court action to obtain the Company might expect trouble from their rivals as soon as the surveys there were completed.

Looking at the matter in this light the delay in surveying the Island was now not without its advantages. Between February 1840 and August the following year, moreover, the Company quarried about £4,500 worth of metal for their Port-Road project from the cliffs between Reeves Point and Beare's Point (111). It would have been most inconvenient if the surveys had taken place just before or during this time as the quarry might well have fallen into "Blundell's" hands when the selections were made.

When McLaren left the Colony early in 1841 to take up the duties of London Manager, it was his intention on reaching England to "come to some terms with the owners of the Land Order having first choice at Kingscote". The arrangement was that, should he be successful in reaching a satisfactory agreement with Blundell's assigns, then, and only then, was Giles to "press upon the attention of the Resident Commissioner the necessity of an immediate survey of the Sections in G & H Districts". (112)

On the other hand there was the question of the five Preliminary Land Orders reserved by McLaren for selections in Districts G & H. These entitled the Company to 670 acres on the Island with a right to a further 10,500 acres or more of pasture-land on leasehold. These Orders could not be exercised until the surveys were finished, and it was now a matter for some

regret to the Board that McLaren had made so many reservations in these Districts, as the land they comprised was generally inferior to that immediately available on the mainland (113). Indeed, it was realised that by the time a few selections had been made - and it must be remembered there were sixteen Orders in reserve for selection within these 20,000 acres - the remaining land would be scarcely worth having (114). As McLaren remarked, however, he had had little alternative at the time, when the pressing necessity had been to secure as much land in the neighbourhood of Kingscote as possible (115).

By the beginning of 1840, therefore, the Company had good reason to stir in the matter of the five land Orders but not in that of the survey upon which the latter were waiting.

In March of that year McLaren, trusting in Gawler's ability to decide the case "according to truth and justice", approached the Governor with a two-fold request: firstly, that the Company should be confirmed in all the rights and privileges conferred by Land Order 438; and, secondly, that the Company should be permitted to transfer one or two of the Preliminary Orders to other Districts. (116).

Gawler refused the second request on the ground that the question whether a sufficiency of good land was to be had on the Island would have to await decision by the surveyors. The first request, however, he "promised timeously to consider" (117).

McLaren waited till June, then ventured to jog the vice-regal memory with a short note:-

"I have the honour of enclosing for the information of His Excellency....a copy of the Special Land Order No. 438 in virtue of which the S.A. Coy. took possession of that part of Kangaroo Island which is known by the name of Kingscote and of the adjoining grounds, of a portion of land a few miles distant from Kingscote known by the name of "The Farm", and a piece of land on the west side of the Bay of Shoals not far from Point Marsden, and at three different places erected certain buildings for the purposes recited in the said Land Order.

I rely with confidence on His Excellency securing to the Coy. all the rights and privileges conferred on them by this land order". (118)

There are two features worth observing in this note. Firstly, McLaren points out that in virtue of the Land Order the Company took possession of three different portions of Land in Districts G and H, stating that "at three different places" (presumably meaning "the three different places") "certain buildings" were erected "for the purposes recited in the...Land Order". He then asks that the Company be "confirmed in all the rights and privileges conferred on them" by the Order, without intimating what he considered those rights and privileges to include. From the wording of the note it is difficult to discern whether McLaren is laying claim to the portions of land as well as the "certain buildings", or whether to the latter only. On the first reading he seems to be doing the former: on the second it is hard to say what he expected.

It will be recalled that the agreement reached with the Commissioners in January, 1838 (119) had been, that in the event of the Company's selections in virtue of "438" interfering with the prior rights of "Preliminary" holders the Company were to be secured only in the sites occupied by those of their buildings "erected for the purpose of providing food and shelter". But the preliminary selections had not yet been made, and as the Commissioners' ruling still held it is difficult to see how McLaren could legitimately have laid claim to "that part of

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Kangaroo Island.....known by the name of Kingscote...and ...the adjoining grounds", or for that matter, portions of land anywhere at all within G and H other than those occupied by "certain buildings".

The second thing to notice is that the land to which McLaren appears to lay claim is not altogether the same as that claimed by Sam. Stephens in his letter of August 1st, 1837 (120). The Commissioners' view, reiterated by the Directors, that Stephens had been indiscreet in "grasping all the best spots" (121) may have had something to do with these "second thoughts" of McLaren; although the pieces of land to which he alludes would together have been a better acquisition for the Company than the compact 320 acre triangle applied for by Stephens in the Kingscote area. As we know, possession of the well at "Point Marsden" was at that time almost a pre-condition of any occupation of Kingscote. The "Farm" was situated on excellent soil, while that around Kingscote was generally of poor quality.

As to the precise meaning of McLaren's rather ambiguous memorandum, it is unsafe to conjecture in the absence of further evidence.

Gawler's reply is not to hand, but it must have been in the negative, since Giles was still anxious two years later to ensure that the Company had at least second choice in the Kingscote District. In any case, if Gawler understood McLaren to be asking for a grant of the portions of land mentioned in the note there is only one answer which in "truth and justice" he could have given, and that was NO!

A few days after McLaren penned his note to the Governor the latter announced that by the end of that year District G and H would still not have been surveyed. "The land in Kangaroo Island", he said, "will be generally useless until the occupation of the Murray and Lake Alexandrina establishes Kingscote, and, perhaps Antechamber Bay as important harbours or refuge,

or until the general population is so increased as to make it worthwhile to eradicate the dense brush". (122)

For those with Preliminary Land Orders marooned on Kangaroo Island this must have provided a cheerless prospect.

It was not until another two years had elapsed that relief for this unhappy band arrived in the form of an Imperial "Act for Regulating the Sale of Waste Lands belonging to the Crown in the Australian Colonies" (123). With the details of this Act we are not concerned; what is of interest to us here is the notice which, in virtue of it, the Colonial Secretary caused to be inserted in the Gazette dated 16th February, 1843 (124).

"With reference to the Act of the Imperial Parliament, for regulating the sale of Waste Lands in the Australian Colonies, the receipt of which was notified in the Proclamations of His Excellency the Governor, bearing date the 25th January last, His Excellency directs it to be notified that the holders of all unexercised Land Orders, whether Preliminary or Eighty-acre Land Orders, will be permitted to exercise such Land Orders in the selection of any land which was surveyed and open to public competition on the 23rd January last, until the 16th April next inclusively; after which date these Land Orders will be received as equivalent to the number of pounds sterling, according to the number of acres authorised to be selected under such orders, in the payment for the price of any Waste Lands of the Crown, to be purchased either at public auction, or by private contract in the manner prescribed by and subject to the regulations of the said Act.

"By His Excellency's Command

"J. Alex. Jackson,

"Colonial Secretary"

As the notice took no account of Land Orders reserved for selections on Kangaroo Island, it presented their holders with an opportunity of obtaining some kind of decision from the Governor in regard to the surveys there.

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Now, if ever, was the testing time for the Company's claim to Kingscote.

At the next meeting of the Board of Advice (125), Giles, Ed. Stephens and Randell discussed the matter and resolved:

1. That the Government be requested to survey Kingscote that the Land Order for the same may be exercised and settled
2. That the Government be requested to allow the Company to withdraw the....five Land Orders for Kangaroo Island and to exercise the same in any Part of the Province
3. That Mr. Giles confer with the holders of Land Orders reserved for Kangaroo Island that they may co-operate in the arrangement of the surveys there.
(126)

As the first of these resolutions indicates, the plan was to approach the Government for a survey and grant of the land at Kingscote as though the Company's title to it were an established fact, in no way affected by the District surveys or the selections of the other Preliminary holders. The conference which Giles was to have with the other selectors "that they may co-operate in the arrangement of the surveys" was evidently for the purpose merely of finding out what they proposed to do; for, if it was the Board's intention to withdraw, if possible, the Company's five Preliminary Land Orders they could have no real interest in the arrangement of District surveys. In fact, surveys of G and H were just what they wished at that stage to avoid, for if these were carried out, the probability was that the Company would not only come into collision with the owners of Land Order 47, but would have to exercise their five Preliminary Land Orders in the selection of more than 600 acres of relatively inferior land.

In his letter to the Governor next day Giles did not press the question of District surveys.

"With regard to a notification from your office

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that His Excellency will permit the holders of preliminary and other land orders to exercise their rights in any of the open and surveyed districts until the 16th April next (etc)...I beg permission to call the Governor's attention to the lands on Kangaroo Island which still remain unsurveyed and unselected.

And more particularly I beg to call the attention of the Governor to the Special Land Order which entitles the South Australian Company to obtain 320 acres of land at Kingscote which had better be surveyed forthwith.

The South Australian Company also hold 5 Preliminary Land Orders reserved for districts G and H which I should not object to be removed from the Island altogether providing the Govt. would survey 670 acres here to be selected by me (127).

On the following day Giles received a reply from the Governor's Private Secretary, A. M. Mundy:

"Your letter of the 23rd instant to the Colonial Secretary has been laid before the Governor. I am instructed to inform you that His Excellency was not previously to the receipt of that communication, aware that the South Australian Company possessed any such Special Land Order as that to which you have therein alluded..., and which entitles them to (obtain?) 320 acres of Land at Kingscote. His Excellency would therefore be glad to have a personal interview with you upon this subject, and will be ready to see you to-day at any hour you may have the goodness to call at his office in the Government buildings" (128).

Precisely what passed between Grey and Giles at the ensuing interview is not known; but the outcome was encouraging. Grey undertook to comply with Giles' requests made in his letter of the 23rd, but instructed him in the meantime to "make arrangements" with the other Kangaroo Island selectors (129).

"I have seen His Excellency", wrote Giles, "respecting the Special Land Order for Kingscote and the 5 preliminary Land Orders reserved by the Company for Districts G and H.

He expressed his willingness to survey at Kingscote and also to allow to remove the 5 preliminaries for selection of Lands on the Main Land.

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I shall immediately confer with Mr. Morphett to ascertain his intentions respecting his first choice on Kangaroo Island - this business shall have my best attention and I hope soon to advise you that the selection at Kingscote has been made in a satisfactory manner". (130)

But, while Giles was penning this hopeful note to McLaren, Grey was beginning to have "second thoughts" on the matter. He had just received a letter from Morphett, and in subsequent discussion with the Advocate General about the legitimacy of the Company's claim to Kingscote, the latter informed him "that the Commissioners could not under the provisions of the Acts constituting South Australia a British Province legally have conferred upon the South Australian Company a right of priority of selection which could only be given by depriving other persons of that to which they were firstly entitled". The Advocate General agreed, however, that since the Commissioners had committed the blunder of granting "438" it was "the duty of the local Government to make every effort to protect the Company in as far as possible from loss and injury" (131)

Morphett's letter was innocuous enough in all conscience, and gave no hint of his actual intentions, except to point out that in the event of Districts G and H being surveyed he had certain claims to make on behalf of his "Constituents".

"Sir

"Having observed the notice in the last Gazette dated 16th instant...I take the liberty of asking if His Excellency intends this notice to apply to the Reserves for Kangaroo Island...I do not suppose that such is His Excellency's view but I think it advisable to apply for the specific information in order that I may not lose any opportunity...of presenting to His Excellency my Constituents claims"... (132)

It is unlikely that Morphett viewed Grey's reply with very much satisfaction.

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"Sir

"In reply to your letter of the 24th Instant... I have the honour...to inform you that, with respect to any Land Orders reserved for Kangaroo Island, for exercising which you are the Agent, if you desire to exercise such Land Orders on that Island, His Excellency will direct that land shall be at once surveyed there for you; but that if any land is surveyed there for you, His Excellency would require you to exercise the whole of your Land Orders reserved for Kangaroo Island, and could not allow you to exercise them in any other way" (133).

In other words, Morphett could only exercise Blundell's prerogatives at Kingscote by forfeiting the opportunity of selecting for his other clients - whoever they were - on the mainland.

What, if anything, Morphett said in reply to this is not known. Nor are any details to hand about Giles "conference" with him and the other Preliminary selectors. But evidently Morphett, for one, decided to select on the Island, because the manoeuvres of Grey and Giles to "protect the Company" continued.

By the 7th March the arrangement with the Governor for the immediate survey and grant of the four eighty-acre sections at Kingscote seems to have been no longer practicable; for, on that date Giles wrote to him under the impression that Kingscote was to be thrown open for selection by Preliminary purchasers, along with the rest of Districts G and H.

"I have the honour to address you on the subject of the special Survey to be made at Kingscote.

It appears that four 80 acre sections have been purchased for the township by the S.A. Co., and that in the selection of these lands the holders of Preliminary Land Orders are to take precedence.

I should not like to pledge the Coy. to take more than our section of 80 acres out of these four sections, but would request that His Excellency would allow me the privilege to select on the mainland (i.e. presumably meaning all the Company's options including the other

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three eighty-acre sections) if I found it necessary.

I think it would not be a difficult task to survey ten good sections of land on Kangaroo Island and that it would be well not to confine the survey to G and H Districts, but to visit Hog Bay, where three or more valuable sections might be found.

This might tempt parties who have reserved for Kangaroo Island to select there in preference to the mainland.

In conclusion I beg to state that I would rather make any sacrifice on the Island than forego the right of removal to Districts on the mainland.

When I know how and where the sections are to be laid out on the Island I may change my views, perhaps, and select there". (134)

The purpose of the eighty-acre section to be kept in reserve for Kangaroo Island is not clear; but presumably Giles thought at the time of writing that the Company's chances of securing Kingscote were now small. While desiring to ensure a right of transferring his selections to the mainland he nevertheless wished to keep at least an eighty-acre option in reserve on the Island, to be used in securing the sites of the Company's buildings erected "for the purpose of providing shelter and food". These sites, it will be remembered, comprised the only land to which "438" gave the Company an unconditional right (135). If it came to a legal struggle, Giles knew, these buildings (whatever they comprised) were the only improvements at Kingscote which the Company could hope to save, or for which they could expect to receive compensation.

The question of Giles' motives here is unimportant, however, for, while he was writing the letter the Colonial Secretary was preparing to inform him that the Governor now proposed to protect the Company, for the time being, by placing a reserve on the site of Kingscote. Giles' and Jacksons' letters, as a matter of fact, crossed in the post.

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"I am directed to state....that His Excellency is advised that should any competition take place for the site named in the Special Land Order reserved for Kangaroo Island belonging to the South Australian Company a difficulty might arise from the circumstance that the conditions respecting the buildings and right of road are not in strict accordance with the Land Regulations.

His Excellency therefore thinks it advisable to reserve both the site and road alluded to in the Land Order until the decision of the Home Authorities upon the subject has been made known to His Excellency; and until then the land can neither be surveyed nor thrown open to selection. His Excellency need hardly add, that his intention in adopting this course is to protect, in as far as lies in his power, what His Excellency believes at the present to be the just rights of the Company.

In order, however, that His Excellency may be fully informed as to the justice of the Company's claims...it is necessary that you should furnish His Excellency with an authenticated copy of the Special Land Order, as well as of any correspondence which may have passed with either the Commissioners or the local Government on the subject of such Land Order.

With regard to that portion of your letter which relates to five other Preliminary Land Orders reserved for Districts G and H which....are held by the South Australian Company, His Excellency will, if you wish such a course to be adopted, cause land to be surveyed for the Company on Kangaroo Island; but upon condition of your exercising the whole of these Land Orders on the Main Land, (136) you are at liberty to avail yourself of the terms of the Gazette Notice of the 16th Ultimo. relating to other Land Orders". (137)

Grey's decision at this stage to reserve the site of the township seems to have been due less to a belief that the Company were entitled to the whole of it than to uncertainty as to the precise area over which their legitimate claims extended. His request that he be supplied with an "authenticated copy" of all the correspondence on the subject indicates that he was as yet without any wholly reliable and detailed knowledge of the dispute, and hence comparatively ignorant of the Government's previous policy in relation to it.

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On the whole, Giles found the arrangement satisfactory, but he was uneasy about the stipulation that he would be allowed to exercise Kangaroo Island Preliminaries on the mainland only if he removed all such Orders from reserve on the Island. What he had planned to do, apparently, was to keep one eighty-acre option definitely in reserve for the Island, as explained above, and to postpone his decision as to the disposal of the other reserves until he knew definitely whether or not Morphett proposed to compete with the Company for Kingscote. Now that the question was to be referred to the Home Government he would not know how best to act until Grey had received a decision from Lord Stanley - ten or twelve months hence. As matters stood at the moment, however, he had only until 16th April to make up his mind whether to exercise all his Preliminaries on the mainland, or leave them in reserve for the Island.

On the 16th March he wrote to Grey again.

"Sir

"In reference to your letter of the 7th instant, stating that upon condition of my exercising the five Preliminary Land Orders (held by the S.A. Co. reserved for District G and H...) on the mainland, I was at liberty to avail myself of the terms of the Gazette notice of the 16th ult...

I have the honour to enquire in reply if His Excellency would have any objection to one of these orders being reserved to (ensure?) the second order of choice at Kingscote, and that the remaining four be removed for selection on the mainland". (138)

The Governor did not reply until the 31st March, by which time he appears to have clarified his views a little as to the legitimate extent of the Company's claims. Instead of reserving the whole township as previously intended, he now proposed to place reserves around certain of the Company's buildings. Whether or not he had had access in the meantime to the previous correspondence on the subject of the Special Land Order is not known, but this

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modification certainly brought his official policy into closer relationship with the views of Fisher and the Commissioners.

"I have now the honour, by directions of His Excellency the Governor, to reply to your letters of the 7th and 16th instant...

With reference to the Company's Peculiar Land Order No. 438...I am to inform you that it is His Excellency's intention to have small reserves made around each substantial and valuable building...at Kingscote, until His Excellency has received further instructions from the Secretary of State, to whom His Excellency has suggested that he should be allowed to grant such Reserves to the Company; but His Excellency cannot recognise that Land Order until he receives instructions thereupon from England. His Excellency will therefore...sanction your exercising this Peculiar Land Order to the extent of four (139) 80 acre sections embraced in it in the selection of any land which is surveyed and open to selection; the remaining section being reserved to be exercised ultimately at Kingscote.

With respect to any other Land Orders which the Company may hold,...reserved for Kangaroo Island, His Excellency has no objection to your exercising them on the main land according to the terms of the Gazette Notice of the 16th Ultimo..." (140)

It will be noticed that this letter does not directly answer Giles' request of the 16th March that he be allowed to keep one Preliminary Land Order for Kangaroo Island, while removing the others for selection on the mainland. The last paragraph of the Governor's letter may perhaps be thought to contain an implied refusal; yet in a despatch to the Directors three days later, Giles, in commenting on the Governor's reply makes it plain that he, at any rate, considered the privilege as having been granted.

"As respects the survey at Kingscote, it is the Governor's intention to have small reserves made around each substantial Building..there, until His Excellency receives further instructions from the Secretary of State; and...he grants permission to remove three out of the four 80 acre sections...; the remaining Section to be exercised ultimately at Kingscote.

(632) 1162

I have decided upon selecting these three Sections on the Island together with the second choice, secured by one of the Preliminary Land Orders, reserved to secure this object; the remaining four P.L.O. I shall remove for sale or selection on the Main Land..." (141)

Unless Giles misunderstood Grey's letter - which is rather unlikely - it can only be supposed that the Governor had granted the privilege in a private interview, or by a separate letter of which no record is extant.

If so, he must also have extended the same privilege to Morphett. For, although he may have been a little biased in favour of the Company, it is scarcely conceivable that he would have accorded Morphett and the Company differential treatment in a matter like this.

Either way, however, it did not affect the outcome. Although Grey reduced the reserves at Kingscote to cover only the Company's "valuable and substantial" buildings, he forestalled all argument about the remainder of the land by the simple expedient of leaving it unsurveyed.

On the 29th March Grey wrote to Stanley explaining the circumstances of the case and informing him of his intention to place reserves sixty feet in width around "every valuable building" with rights of road, etc. in accordance with the terms of the "Peculiar Land Order".

To the sites of these buildings he recommended the Company be granted a title. But he drew attention to the fact that the Company had taken advantage of the Land Order to "monopolise a large portion of the harbour", including the waterfront, by erecting "scattered cottages of little value", particularly along the beach (142). These, he maintained, should not be protected (143).

Stanley, of course, knew nothing about the merits of the

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matter and forwarded Grey's despatch to the Colonial Land and Emigration Commissioners for a report.

On receipt of it, Walcott, the Secretary, wrote to McLaren inviting him to comment (144).

The latter responded with a voluminous letter containing all the arguments - relevant and otherwise - which he and the Directors had used hitherto in their negotiations with the Commissioners, and laying claim not only to "the entire block of land" which included "the whole of these (i.e. the Company's) buildings", but to land at the "Farm" and "at a place one and a quarter miles East of Kingscote", on which were situated more buildings erected by the Company.

All these buildings, including the jetty and fences, he maintained, the Company had erected "relying on the validity of the Order". This assertion - not entirely convincing if viewed in relation to his own and the Directors' previous correspondence with the S.A. Commission - he supplemented with the argument that, if Grey's arrangements were confirmed they would not only represent a departure from the established practice of granting land in sections of 80 and 134 acres, but by separating the Company's buildings from the land connecting them would "depreciate the value of the more valuable buildings" and lead to "quarrels" between the Company and the other land owners (145).

The Commissioners furnished Stanley with two reports; one made prior to consultation with McLaren, and the other, after. Both were strongly biased in favour of the Company. Both recommended that at the very least the measures already adopted by Grey should be confirmed; and the second report suggested that the Governor be given discretionary power in the matter, together with instructions to meet the claims of the Company in so far as the "public" interest would allow.

The arguments by which the Commissioners arrived at these opinions are interesting, if not altogether edifying.

The first report, dated 2nd September, and submitted by T.F. Elliot and E.E. Villiers, tended to be legalistic. It was asserted that:

..."by the nature of the Scheme (for the disposal of Lands) it was intended that the Preliminary Orders should be acted upon at once before any Lands were offered to the Public. It is obvious that, if this had been done, no conflict could have arisen between those orders and the special right granted to the South Australian Company. The present question could have no existence were it not that the Holders of Preliminary Land Orders were by certain Regulations dated the 4th December 1835 granted an option of deferring the selection of their Lands, but this was an indulgence, and was not merely made conditional on their no longer retaining any peculiar advantage of their own over Purchasers, but was specially confined to Rural Lands". Thus, "we cannot suppose there would be any serious difficulty in resisting (the) claims" (i.e. of the Preliminary selector with first choice at Kingscote) (146)

The terms of the Regulation upon which this argument is based are as follows:

"Any one holding one or more land orders under the preliminary sales and wishing to delay his right of selection as regards the rural land, may do so, on condition that the selection, when made, shall be in conformity, in all respects, with the regulations at such time in force; the party being considered as having paid for the quantity of land contained in his orders and not previously claimed, but, in all other respects being placed on an exact equality with the parties then purchasing..." (147).

The first thing to point out about the Commissioners' argument is the fact that the Regulation of December 4th was formulated before the decision was made to survey the eight "Reserve", or "Preliminary" Districts.

The understanding upon which Preliminary Purchasers bought their Land Orders was that they were to have first choice as far as possible of the whole Province; and when the Regulation of December 4th was drafted, it was thought that by the time the Preliminary choices were made, most of the best land in the Colony would be open for selection.

Due to the delay in the surveys, however, it was two

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years before even the area in the vicinity of Adelaide was marked out. As this quantity of land was insufficient to meet either the promise of the Commissioners or the demands of the Preliminary Purchasers; as no one else could select land before the Preliminary Purchasers; and, as it was not practicable to wait any longer, it was decided to divide the coastal area and Kangaroo Island into the Reserve Districts, A to H, and throw them open to selection, one by one, as they were surveyed, allowing the Preliminary Purchasers to exercise their priorities in each District in turn.

The procedure which governed the selections and reservations was that recorded in the Land Book of the South Australian Company as follows:

"On the 12th day of May (1838)...., it was determined by the Resident Commissioner, in accordance with the sense of the meeting of the Owners and representatives of Owners of Preliminary Land Orders, that each person as called upon, should declare his Choice - and if he be desirous of going beyond the Surveys numbered on the plan,....he should be at liberty to reserve his choice for any of the Districts reserved for the Preliminary Land Holders, which, (including those numbered in the Plan) were marked, as Districts A.B.C.D.E.F.G. and H., but...., each individual who had reserved any Choice, should declare, in which of these districts he should finally make his Selection".
(148)

Now, whether this procedure, sanctioned by Fisher, was in fact legitimate or not; and whether or not, if legitimate, it was to be regarded as an "indulgence", the fact remains, that all the Preliminary Land Orders which were exercised (with the exception of a few strays left over after the 16th April, 1843) were exercised in accordance with it. No other method was at any time introduced, and no one doubted for a moment that the accepted practice was lawful. Nor was it suspected that the Regulation of December 4th was anything but a dead letter.

The proposal of Elliot and Villiers, therefore, to invoke

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this Regulation as a means of checking one out of the whole body of Preliminary Purchasers can only be described as grotesque.

The second report, furnished by Elliot, and J.G.S. Lefevre on the 11th November, was less concerned with legal casuistry and a little more attentive to the actual facts of the case as supplied by Grey, but the argument contained in it was hardly less surprising.

They declared that, having regard to the circumstances, and with McLaren's letter before them, they were disposed to view "with very little favour, the claim of a holder of a Preliminary Order, who had done nothing, to appropriate to himself ground upon which other parties had made actual improvements. If, therefore there had been no public inconvenience in it (they) should have thought it preferable to allow the Company their four sections around their buildings and to resist the claim of the other party".

Did Elliot and Lefevre not know, then, that the appropriation of "actual improvements" made by others was one of the favourite practices of Preliminary selectors generally and that in this art the Company were themselves among the most dexterous and successful operators? Were they unaware, for example, that the improvements of squatters on Crown lands were counted among the legitimate spoils of Preliminary holders, and that there were very few indeed who scrupled to take advantage of these easy pickings?

If Elliot and Lefevre were not ignorant of these facts one is left to wonder what point there was in singling out the holder of the first choice at Kingscote for a special mark of "disfavour".

The Company had "squatted" at Kingscote on the express understanding that their occupation of the four eighty-acre sections was not to interfere with the prior rights of Preliminary selectors. They had been granted a right, illegally, as Elliot, Villiers and Lefevre were aware, to erect and retain certain

buildings which, from the terms of the Land Order, were clearly intended to occupy as small an area as possible, and were to minister to the minimum needs of the Company's servants. Yet, in violation both of the spirit and the letter of the Order, the Company had scattered dwelling houses, stores and other improvements over a wide area in a deliberate attempt to engross all the most valuable portions of the locality.

If Elliot and Lefevre were inclined to base their views on ethical considerations, it is surprising that these facts did not weigh more heavily with them.

Conceiving that the Company's monopolisation of the waterfront might result in some "public" inconvenience, however, they recommended that Grey's measures be confirmed; but added that if, on the other hand, he felt the justice of the Company's claims demanded it - a question which they confessed they could not finally decide - he should be given authority to grant them the 320 acres.

"Seeing...that independently of the legal advice which Captain Grey received that the Company's Land Order was in itself invalid, the Governor could adopt his proposed course without ever deviating from the Letter of that Land Order, we thought we could not do otherwise than recommend the confirmation of his decision" (149).

Thus advised by the sages Lord Stanley sent off his instructions to Grey:

"I agree with the Commissioners, that the proper course, under the present circumstances, is to place you in possession of Mr. McLaren's representations in order that you may abide by such arrangement as may have already been made on the spot, or make such modification of it as the justice of the case may seem to require" (150).

And so responsibility for a final decision in the matter was tossed adroitly back into the lap of Governor Grey.

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But, so far as I have been able to discover, Grey made no decision; unless it was a decision to do nothing - for nothing was done.

Writing to the Directors in May, 1844, Giles acknowledged receipt of the Board's news that the final arrangement was to be left to Grey, but said that so far, the latter had not communicated with him (151).

Nor does he seem ever to have done so - in writing, at any rate.

Thenceforward, for a period of seven years, we hear nothing further from official or Company sources about the survey of District G, nor anything of the rival claims to Kingscote.

The reason for this abrupt and protracted silence can only be conjectured; but the "South Australian Gazette and Register" of June, 1846, had one theory to account for it which may not be altogether fanciful.

"For years no one has heard a syllable about the survey of the last preliminary district there (K.I.) It is even reported that the Government held back the party of surveyors ready to proceed with the survey at the request of the local manager of the Company" (152).

The editor of the Gazette was inclined to think that the delay was not unconnected with the Company's struggle to retain Kingscote.

The Company did eventually gain possession not only of the whole of Kingscote, but of the "Farm" and an eighty acre section near Hog Bay. This was accomplished, not at once, but gradually, between 1851 and 1857.

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Unfortunately, information about the steps which led to this end is fragmentary. With the depreciation in value, year by year, of improvements at Kingscote, the security of the Company's tenure of the land ceased gradually to be the burning question it once was. As a subject for discussion with the London office Kingscote sinks into the background, and references become confined almost exclusively to explanatory notes in the annual inventories of property. In the final stage, moreover, negotiations seem to have been conducted at least as much by "conversation" as by "epistolary correspondence", but with the added disadvantage for the researcher that now, the results of such discussions were no longer fully recorded in despatches for the information of the London Directors.

For lack of material, then, it is not possible to do more than set down the final steps in the narrative as a series of more or less unelucidated statements.

All of the Company's Preliminary Land Orders, including No. 376, the second in order of choice at Kingscote, were withdrawn from reserve and used between 1845 and 1847 to pay for sections selected on the mainland - a few of them, incidentally, being used to precipitate a rather Gilbertian incident connected with Bagot's copper mine at Montacute (153).

It would be interesting to know whether, at the time the Company disposed of these Orders, Morphett was still in possession of Land Order 47. This information could be gained by examining the Order itself, since any changes of ownership which had occurred, together with the dates of such transactions, would be inscribed on it. Curiously enough, however, all of Blundell's Orders are missing from the Preliminary Land Order Book in the South Australian Department of Lands.

But, examination of the section map and County of Adelaide Grant Book reveals that Land Order 47 was used on the

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27th August 1856 to pay for section No. 699 in the Hundred of Yatala. At the time of the purchase, the Order was the property of William H. Gray of the Reedbeds and Christian Schilling of Adelaide. How and when these two came to possess the Order is not known (154).

According to the records in the Department of Lands, no surveys were made in the Nepean Bay area before 1850. In May of that year a party of sappers under Corporal Dawson surveyed the land at and near Kingscote, including the Company's "Farm", the road connecting it with Kingscote, the river, and the district in the immediate vicinity of the well at Point Marsden.

Kingscote was divided into three sections of various sizes and numbered 1, 2 and 6 - section 1 taking in Reeves' Point, and sections 2 and 6 abutting section 1 on the south and west respectively (See map, P.211).

Dawson's field book shows the more substantial brick and stone buildings in section 1 to have been surrounded by fences. The irregular shaped plots of land delimited by these fences later became Allotments A, B, C, D and E, which correspond to the reserves Grey had proposed in 1843 to place around the Company's "more valuable buildings" (155).

Of the three sections surveyed at Kingscote only two, numbers 2 and 6, together comprising a little over 130 acres, were thrown open for selection.

These were purchased at public auction by Giles in March, 1851, in the following manner. By arrangement with the Surveyor General the Company's own valuation of their buildings was added to the upset price of the land when sold. The land having been purchased, the Government refunded the amount at which the buildings had been valued. By this means the Company were assured of compensation in the event of someone else submitting a higher tender.

The land was paid for by a portion of the balance due on Land Order 438 (156).

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SURVEY SKETCHES OF SECTION No.1
SHOWING THE SITE OF THE COMPANY'S IMPROVEMENTS
at
KINGSCOTE

(By courtesy of the S.A. Dept. of Lands)

For this map see copy of thesis in
History Department of University.

No further purchases were made until 1854. In January of that year the five Allotments within section 1 were surveyed, and were offered for sale at public auction on the 2nd March (157).

As before, the Company's valuation of their buildings was added to the upset price; but, as a further precaution to ensure that the Company obtained the land, Giles made an undertaking with the Government, prior to the sale, to give as much as 50% in advance of the upset price, if this were necessary; although, as he said, he did not anticipate opposition (158).

The Company's tender was successful and the Allotments were secured at the following rates;

	a.	r.	p.	
Allotment A	2	2	30	for £128
B	-	3	10	" £ 76
C	1	0	20	" £152
D	1	2	0	" £ 81
<u>E</u>	<u>1</u>	<u>2</u>	<u>0</u>	" £102
	7	2	20	" £539

Less the value of the Company's
Buildings £500

Balance due to Treasury £ 39 (159)

The interesting thing to notice about this transaction is that the balance of £39 due to the Treasury for the Allotments was paid, not by the tender of Land Order 438, but by cash. There was a very good reason for this.

As we have seen, the illegality of the Order lay in the unconditional right it gave to the Company to retain the sites of buildings erected for the purpose of providing shelter and food for their servants.

By the Government identifying the buildings on Allotments A to E with those referred to in the Order, and selling the Allotments at public auction; and by the Company, on the other hand, purchasing the Allotments by cash and not by virtue of the

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Land Order, the whole question of the validity of the special right was avoided. The right itself was of course still invalid, if anyone wanted the barren satisfaction of proving it; but this would not in any way affect the Company's title to their buildings.

In addition to the Allotments, Giles declared for, and obtained, section 1, containing nearly seventy acres, and section 2013 of about forty acres, at the Company's "Farm" on the Cygnet River.

These sections were paid for by tender of Land Order 438, leaving a balance of nearly eighty acres still to be selected (160).

Formal grants of sections 1 and 2013 were not immediately given, since neither had been fully surveyed.

The work in fact was not completed until 1857. In the meantime Giles appealed to the Surveyor General to "Close this long pending business" by directing that the balance of land due to the Company be surveyed at places to be pointed out by the Company's agent (161).

The request was granted and when the survey party again visited the Island, two additional sections, one at Hog Bay and the other at the Cygnet River, were marked out, to complete the total of 320 acres as follows:-

Land Purchased by Tender of Land Order 438

Sec. No.	at	comprising	a. r. p.	purchased.
1	Kingscote		67.1.20	24/1/1857
" 2	"	"	80.0. 0	" 20/3/1851
" 6	"	"	50.0. 0	" 20/3/1851
" 7	Cygnet River	"	42.0.20	"
" 2013	"	"	40.0. 0	"
"	Hog Bay	"	40.0. 0	"
Total ..			<u>320.0. 0</u>	acres

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So ends the long and rather lugubrious history of Special Land Order No. 438.

As a factor influencing the early fortunes of the Company the Land Order played no small part. From the time when the weakness of the protection afforded by it became apparent in the early months of 1837, until long after Kingscote had been abandoned as a settlement, the Order provided the Company with a constant source of embarrassment and expense.

What it cost them in terms of money, apart from legal and clerical expenses, it is of course impossible to say; but we have McLaren's and Giles' word for it that it was responsible for losses amounting to several thousands of pounds.

These losses occurred mainly through the cessation of developmental work at Kingscote. So long as the Company remained uncertain of their hold upon the settlement, expenditure of capital on its development could not be other than a very unsafe risk. But the suspension of work on improvements inevitably resulted in stagnation - steadily increasing idleness and discontent, and to use McLaren's words a "huge and profitless outlay" on wages.

The Land Order may not have been the main cause of the settlement's failure - the chances are it would have failed in any case - but it did arrest its growth and put a stop to the only measures by which it might have survived, namely, the installation of proper facilities for the handling and refitting of vessels using the harbour, and the provision of an adequate supply of fresh water.

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1. i.e. by purchase and the right of pasturage. See P.2
2. See P.P. 1/2
3. One of the Directors of the Company. It will be recalled that Angas, Smith and Kingscote together purchased the lands which were later handed over to the Company (see P.3) The preliminary negotiations for land on K.I. were carried out by Smith, and the purchase made in his and his two associates' names (see P.4) as they were trustees for the proprietary.
4. C.O. 386/137. 21st October, 1835. P.6
5. i.e. 80 acre sections, not 134 as with Preliminary Land Orders.
6. S.A. Co. M.(I), P.P.30/3; 6th November, 1835. A letter from the Co. Commissioners to Thomas Smith dated 28th Oct., 1835.
7. S.A.Co. M.(I), P.49; Special 22nd January, 1836. The four 80 acre sections were obtained at the rate of 12/- per acre in virtue of the Commissioners' Regulations of October 1st, 1835, whereby the Commissioners reserved the right to extend the period of the preliminary sales "even after the disposal of the required amount" (i.e. £35,000, see P.P.). Such orders, however, conveyed neither the privilege of selecting a town acre nor that of first priority in the selection of other lands. See L.P.S.A. P.27 also P.P.47/8.
8. S.A.Co.M.(I), P.54; 12th February, 1836.
9. In the Land Order copy this word is lost due to mutilation of the vellum. The word, however, was "feet." For confirmation of this see S.A.Co. L.B.(I), P.P.121/5 D. McLaren to E. Wheeler; 12th December, 1837, also S.A.Co.L.B.(I), D. McLaren to E. Stephens, 11th December, 1837.
10. L.O.B. Land Order 438. Conditions of grant No.111 & IV. For the full text of Special Land Order 438 see Appendix
11. F. & S.; P.76.
12. A.P. (F.S.) P.P.113/5. Saml.Stephens to G. F. Angas; 27th December, 1836.
13. F. & S. P.P.74 & 79.
14. F. & S. P.75.
15. See P.P. 3/4

16. S.A.Co.K. "Outgoing Correspondence, Dec., 1837 to Dec., 1839"; Saml. Stephens to the Resident Commissioner; 1st Aug., 1837.
17. S.A.Co. K. Resident Commissioner to S. Stephens; 18th Aug., 1837.
18. S.A.Co. K. "Miscellaneous & Unaccessioned Papers."
19. Ibid.
20. Ibid.
21. Ibid.
22. Arrived Nepean Bay per "South Australian"; 22nd April, 1837.
23. These points are dealt with fully in another chapter.
24. S.A.Co.L.B.(I) D. McLaren to E. Wheeler; 12th Dec., 1837.
25. S.A.Co.K. Resident Commissioner to D. McLaren, 2nd Aug., 1837.
26. Ibid.
27. A.P. (Q.S.) P.870. D. McLaren to G. F. Angas; 3rd Aug., 1837.
28. S.A.Co. L.B.(I) P.P.121/5. D. McLaren to Ed. Stephens; 11th Dec., 1837.
29. S.A.Co. L.B. (I) D. McLaren to E. Wheeler; 12th Dec., 1837.
30. A.P. (Q.S.) P.870. D. McLaren to G.F. Angas; 3rd Aug., 1837
31. S.A.Co. M.D. D. McLaren to E. Wheeler; 31st July, 1837
P.P.2/3.
32. S.A.Co. L.B.(I) P.P. 121/5 D. McLaren to Ed. Stephens; 11th Dec., 1837.
33. A description of the incident is to be found in W. H. Leigh's "Reconnoitering Voyages", etc. P.107.
34. S.A.Co. M.D. D. McLaren to E. Wheeler; 31st July, 1837.
P.P. 1/2.
35. As Resident Commissioner Hurtle Fisher's discretionary powers were wide; but his instructions of July 1836 cautioned him that certain objects should be secured

above all else; among these:

- (1) "Surveys were always, as far as possible, to be in advance of the desired appropriation."
- (2) "Perfect fairness and equality were always to be observed among applicants."

L.P.S.A. P.P.44/3.

36. S.A.Co.K. "Miscellaneous & unaccessioned Papers."
37. *ibid.*
38. *ibid.*
39. *ibid.*
40. The emphasis is my own.
41. S.A.Co.K. "Miscellaneous & Unaccessioned Papers."
42. It will be recalled that the 320 acres were purchased at the rate of 12/- per acre in accordance with the Regulations of October 1st, 1836, whereby the Commissioners "reserved to themselves the right to extend the period of such preliminary sales even after the disposal of the required amount" (i.e. £35,000). These orders, however, did not convey any priority of selection nor the right to select a "town acre", but in case of a simultaneous order by two persons for the same piece of land preference was conceded to the holder of the Land Order with the earliest issue. L.P.S.A. P.P.47/8; 29. It was presumably stipulated they should select the land "in the order of the date of such land order."
- 43 S.A.Co.L.B.(I) P.1. D. McLaren to E. Wheeler; 28th June, 1838; also S.A.Co. M.D: D. McLaren to E. Wheeler; 21st June, 1838.
44. L.P.S.A. P.47.
45. S.A.Co.K. "Miscellaneous & Unaccessioned Papers"; R. Hill to E. Wheeler; 31st January, 1838.
46. *ibid.*
47. S.A.Co. L.O. E. Wheeler to D. McLaren; 13th Feb., 1838.
48. S.A.Co.L.O.
49. L.P.S.A. P.50
50. L.R.S.A. P.P.51/2.

51. A.P. (Q.S.) P.870. D. McLaren to G. F. Angas; 3rd Aug., 1837. "Kingscote will certainly be included in the Survey for the preliminary sales. This Mr. Fisher informed me of - so that the Question of the Company's right to that Property on which so much money has been expended will probably come to be tried."
52. E.P.P. P.14.
53. L.P.S.A. P.51
54. S.A.G. & C.R. Vol.I; 20. 19th May, 1838. See also S.A.Co. L.S.B.
55. L.P.S.A. P.P.51/2.
56. S.A.Co.K: Legal Opinion of Chas. Mann, Retained Counsel of the South Austn.Co., on the Rights Conveyed to the Company by Special Land Order No.438 - dated the 12th July, 1838. (For a copy of the text of the "Opinion", see Appendix)
57. S.A.Co.M.D. D. McLaren to E. Wheeler; 26th April, 1838
58. S.A.Co.M.D. D. McLaren to E. Wheeler; 21st June, 1838.
59. S.A.Co.K. J.H. Fisher to D. McLaren; 11th May, 1838.
60. S.A.Co.M.D. D. McLaren to E. Wheeler; 26th April, 1838
61. S.A.(1). P.251; also L.P.S.A. P.52.
62. S.A.G. & C.R. Vol. I; 20. 19th May, 1838.
63. The number reserving for selection in G.& H is published in the Gazette (see S.A.G. & C.R. Vol.I; 20, P.8. 19th May, 1838) as fourteen. This, however, was incorrect (see table in text below). Attention is drawn to the fact because several authorities have since repeated the error.
64. See footnote P.
65. See Appendix
66. See Appendix - verified S.A. & C.R. Vol.I; 20, 19th May, 1838 "No. & Order of Choice of Preliminary Country Sections."
67. S.A.G. & C.R. Vol.I; 20. 19th May, 1838. "No. & Order of Choice of Preliminary Country Sections."
68. See Appendix

69. <u>Land Order No.</u>	<u>Name of Proprietor</u>	<u>Name of Agent</u>
16	John Wright	-
119	John Abel Smith	J. H. Fisher
167	T. H. Beare	Sam. Stephens
227	John Hibbert	Chas. B. Fisher
261	Thomas Wilson	James Hill
262	" "	" "
319	E. Moore	James Fisher
323	" "	" "
152	William Witham	" "
47	Richard Blundell	J. Morphett
	J. Rigge	

70. S.A.Co.R. Third Report (28th June, 1839). P.17.
71. S.A.Co.L.B.(III). D. McLaren to E. Wheeler, 19th March, 1840.
72. S.A.Co.M.D. D. McLaren to E. Wheeler; 18th May, 1838
S.A.Co.L.B.(III). D. McLaren to E. Wheeler; 19th March, 1840. When copying this letter the clerk wrote "Land Order 348" instead of "438". On enquiring I find that Land Order 348 was exercised in May, 1838 to obtain section 291 in one of the Adelaide Districts.
73. S.A.Co.L.B.(III). D. McLaren to E. Wheeler; 19th March, 1840.
74. The well site, of course, was not "lost" yet since the actual selections had not been made; but in discussing the question McLaren does not even trouble to consider the likelihood that Wilson's agent would not take possession of it. See Appendix
75. The wording of the Land Order was: "a right of road not less than fifty (feet?) wide on every side of and adjoining to the said building" (see Appendix). But McLaren always spoke of the right of way as sixty feet. Evidently, he counted on a liberal interpretation of the words: "not less than."
76. See Appendix . As a matter of fact, had it ever come to this, water would very probably have been found. After the Company left Kingscote a number of wells were dug at intervals along the sea-front, all of them yielding drinkable water. Those which I have seen are now disused or ruined by deepening. The fresh water, as Sutherland said, is very near the surface in this locality and none of the wells I saw were more than five or six feet deep.
77. S.A.Co.L.B.(III), P.1. D. McLaren to E. Wheeler;

- 28th June, 1838. See also, S.A.Co.M.D. D. McLaren to E. Wheeler; 22nd May, 1838.
78. S.A.Co.L.B.(III). D. McLaren to E. Wheeler; 19th March, 1840.
 79. S.A.Co.L.B.(I). P.P.457/8. W. Giles to Governor Gawler; November, 1838.
 80. Comparatively speaking: the population was then about 150 as nearly as can be judged.
 81. S.A.Co.L.B.(I) P.433 W. Giles to E. Wheeler; 3rd Nov., 1838.
 82. See Appendix
 83. S.A.Co.R. Third Annual Report; 28th June, 1839. P.17
 84. S.A.Co.M.(I).P.21. Fri., 22nd Jan., 1836. Also A.P. (S.A.Co.) P.333 List of Original Shareholders.
 85. "The Chester Chronicle & Cheshire & North Wales Advertiser" 16th Aug., 1839.
 86. S.A.Co.L.B. (A) P.P.233/290. E. Wheeler to D. McLaren; 17th Dec., 1839.
 87. S.A.Co.L.B. (A) P.P.13/4. E. Wheeler to D. McLaren; 4th Feb., 1839
 88. S.A.Co.M.(I) P.376. 22nd Feb., 1839; P.381. 8th March, 1839; P.399. 24th May, 1839; P.402 31st May, 1839.
 89. S.A.Co.L.B. (A) P.P.107/9.
 90. M.P. P.16
 91. "The Chester Chronicle & Cheshire & North Wales Advertiser" Fri., 16th Aug., 1839.
 92. Blundell was 57 at the time, vide: "The Chester Chronicle & Cheshire & North Wales Advertiser" Fri., 16th Aug., 1839.
 93. M.P. P.16.
 94. S.A.Co.L.B. (A) P.P.113/5. E. Wheeler to D. McLaren; 6th June, 1839.
 95. S.A.Co.L.B. (A) P.P.138/141. E. Wheeler to D. McLaren; 21st June, 1839.

96. S.A.Co.L.B. (A) P.P.186/7. E. Wheeler to D. McLaren; 19th Aug., 1839.
97. "The Chester Chronicle & Chester & North Wales Advertiser"; Fri., 16th Aug., 1838.
98. S.A.Co.L.B. (A) P.P.283/290. E. Wheeler to D. McLaren; 17th Dec., 1839.
99. *ibid.*
100. A.P.(S.A.Co.) P.834. 19th Dec., 1844.
101. S.A.Co.L.B. (A) P.350. E. Wheeler to D. McLaren; 22nd April, 1840.
102. S.A.Co.M.D. D. McLaren to E. Wheeler. October, 1839.
103. See P.
104. S.A.Co.L.B. (B) P.P.166/170. D. McLaren to W. Giles; 20th Jul., 1843.
105. On this point the Third Annual Report, P.P.17/9, makes interesting reading, especially between the lines. See also Wheeler's letter to Giles, S.A.Co.K. "Incoming Correspondence", 29th February, 1840.
106. For reference to the dictum of "Concentration" see the following: S.A.Co.L.B.(II) P.5. D. McLaren to E. Wheeler; 28th June, 1838.
S.A.Co.L.B.(I) P.323. D. McLaren to E. Stephens; 1st December, 1837
S.A.Co.L.B.(I) P.P.357/8. D. McLaren to E. Stephens; 20th February, 1837.
S.A.Co.L.O. E. Wheeler to D. McLaren, 12th November, 1838.
107. With the Directors hesitancy in abandoning Kingscote McLaren had little sympathy. "I am not surprised at the lingering fondness with which the Board clings to the idea of making Kangaroo Island a place of some value," he once said, a little testily, "(but) you must have (been) satisfied long ago that Mr. Sutherland told the most deliberate falsehoods. I told you that in my first letter, I think, from Kingscote." S.A.Co.L.B.(III) P.P.194/5. D. McLaren to E. Wheeler, 21st September, 1839. See also S.A.Co.M.D. D. McLaren to E. Wheeler; October, 1839.
108. Since the withdrawal from Kingscote forms a study in itself it is dealt with under separate heading. For

the final decision to withdraw the following provide the principle sources. S.A.Co.L.O. Wheeler to D. McLaren; 3rd September, 1838 (Received Adelaide, 27th December, 1839).
S.A.Co.L.O. E. Wheeler to D. McLaren; 1st September, 1838 (Received Adelaide, 23rd January, 1839.)
S.A.Co.M.(Ia) P.329; 14th September, 1838; Resolutions II, IV, & V.
S.A.Co.L.O. E. Wheeler to D. McLaren; 12th November, 1838 (Received Adelaide, 21st March, 1839).

109. S.A.Co.R. Fourth Report. 25th June, 1840. P.13.
110. Until at least August or September, 1841, a few labourers remained, under the supervision of a Company Officer named E. Woodroffe, to watch the Company's property and work the quarry begun there early in 1840.
111. See Photograph P.
112. S.A.Co.L.B.(IV) P.P.136/7. W. Giles to E. Wheeler; 10th March, 1841.
113. S.A.Co.K. Stephens to J. Morphett. S. Stephens' Report on the Country Lands; 14th May, 1838.
114. Compared, for example, with some of the poorer land on the mainland. These, of course, were the days before "trace-elements", subterranean clover, mechanisation and swift transport, etc. had placed value on the land at K.I. As it was, the costs involved in farming for the market were prohibitive. In clearing the land alone, for instance, McLaren says it never cost the Company less than £25 per acre and was usually more: See S.A.Co.L.B.(II) P.P.33/5. D. McLaren to E. Wheeler, 3rd & 11th May, 1839.
115. S.A.Co.L.B. D. McLaren to E. Wheeler; 19th March, 1840
116. Cap 36 vic S.A.G. 1843, P.P.50/3
117. S.A.Co.L.B.(III). D. McLaren to E. Wheeler; 19th March, 1840.
118. S.A.Co.L.B.(III) P.268. D. McLaren to George Hall, Pvt. Sec. to the Gov.; 25th June, 1840.
119. See P.
120. See P.
121. See P.
122. L.P.S.A. P.P.53/4 (30th June, 1840)

123. Cap 36 Vic S.A.G. 1843, P.P.50/3.
124. S.A.G. P.P.50/3.
125. Set up by McLaren in November, 1840, to advise his successor, Giles whom he had appointed "Interim Manager". It consisted of Edward Stephens, Manager of the South Australian Banking Co., and W. Randell the S.A. Company's Superintendent of Flocks and Herds and Giles himself.
126. S.A.Co.B.A.(I) No.159. P.P.195/6; 22nd Feb., 1843.
127. S.A.Co.L.B.(II) P.P.499/500. W. Giles to J.A. Jackson; 23rd Feb., 1843.
128. S.A.Co.K. A. M. Mundy to W. Giles; 24th Feb., 1843.
129. S.A.Co.B.A.(I) No.160. P.P.196/7; 25th Feb., 1843.
130. S.A.Co.L.B.(IV) P.P.366/9. W. Giles to D. McLaren; 25th Feb., 1843.
131. D.S.S.1843. Extracts of Despatch from Governor Grey to Lord Stanley (Secty.of State); 29th March, 1843.
132. C.S.O. 281/43. J. Morphett to the Colonial Secretary; 24th Feb., 1843.
133. C.S.O. 281/43. Co.Secty. to J. Morphett, 27th February, 1843. Draft only. Sent by J. Jackson to the Governor for approval. Evidently Grey sent the correspondence to Frome for his opinion on its contents; because in a note to Grey scribbled on the back of Morphett's letter, Frome declares that the Governor's ruling is "the most Mr. Morphett can reasonably expect" (on the not very clear grounds that the S.A.Co. were claiming more land on K.I. than Morphett was!) For copy of letter sent, see C.S.O.L.B.(F) P.P.431/2. Col. Secty. to J. Morphett; 28th Feb., 1843.
134. S.A.Co.L.B.(II) P.P.503/4. W. Giles to J. A. Jackson; 7th March, 1843.
135. See P.
136. N.B. The same condition as that imposed upon Morphett. see above.
137. S.A.Co.K. J. A. Jackson to W. Giles; 7th March, 1843.
138. S.A.Co.L.B.(II) P.506. W. Giles to J.A. Jackson; 16th March, 1843

139. This is a copy-clerk's error; the word should be "three". For confirmation of this, see S.A.Co. L.B.(IV) P.P.375/380. W. Giles to D. McLaren; 3rd April, 1843.
140. C.S.O.L.B.(G) P.69. J.A. Jackson to W. Giles; 31st March, 1843.
141. S.A.Co.L.B.(IV) P.P.375/380. W. Giles to D. McLaren; 3rd April, 1843.
142. See P.
143. D.S.S. 1843 P.P.284/5. Governor Grey to Lord Stanley; 29th March, 1843.
144. D.S.S. 1843. P.P.282/3. S. Walcott to D. McLaren; 21st October, 1843.
145. D.S.S. 1843. P.P.286/291. D. McLaren to S. Walcott; 28th October, 1843.
146. D.S.S. 1843. P.P.274/7. T. F. Elliot & E. E. Villiers to G. W. Hope; 2nd February, 1843.
147. M.P.M. Numbered Sheet 2772, headed "New Colony in South Australia." Regulations for the disposal of lands etc., dated, 4th December, 1835.
148. S.A.Co.L.S.B. P.6. See also L.P.S.A. P.P.51/2.
149. D.S.S.1843. P.P.278/280. T.F. Elliot & J. G.S. Lefevre to James Stephen; 11th November, 1843.
150. D.S.S.1843. P.P.272/3. Lord Stanley to Governor Grey; 23rd November, 1843.
151. S.A.Co.L.B.(IV) P.P.505/513. W. Giles to D. McLaren; 31st May, 1844.
152. S.A.G.& C.R. Vol.I. No.49. P.P.1/2. 6th June, 1846.
153. L.S.B.
154. G.B. County Adelaide.
155. F.B.41; G.G.B. and D.B. VolI
156. S.A.Co.L.B.(VI) P.P.34/8. W. Giles to A. Miller, 13th May, 1851; S.A.Co.L.B.(VI) No.256. W. Giles to A. Miller; 31st October, 1851.
157. S.A.Co.L.B.(VI). No.320 W. Giles to A. Miller; 28th January, 1854.

158. S.A.Co.L.B.(VI) No.323. W. Giles to A. Miller; 25th February, 1854.
159. L.O.B. Land Order 438 and attached correspondence; also S.A.Co.L.B.(VI) No.324. W. Giles to A. Miller; 10th March, 1854. N.B. The sizes the allotments and the sections purchased by tender of the Land Order underwent numerous small alterations as the transactions progressed; but for the sake of convenience only the final dimentions are given here.
160. S.A.Co.L.B.(VI) No.323. W. Giles to A. Miller; 25th January, 1854.
161. L.O.B. Land Order 438 and attached correspondence. W. Giles to Pitt esq., 19th February, 1855.

CHAPTER VI.

WHALING.

"It is the only part of the multifarious operations of the Company which I have had misgivings on, in a moral point of view."

D. McLAREN.

Whaling was a branch of the Company's affairs which the Board had every reason to believe would prosper. The signs of exhaustion shown by the Greenland and David Straits Fisheries, and the rising prices of oil and bone due to the new uses being found for them, had served by the early 'thirties to focus the attention of British, French and American whaling interests increasingly on the Southern Fisheries, and in particular on the Pacific Ocean grounds. (1)

At the turn of the century British and American vessels were trading fairly extensively in the Pacific, and whaling and sealing parties were operating among the southern bays and islands of Australia at least as far west as the Bight. By 1834, British imports from the Southern Fishery totalled 8,899 tons and were valued at £461,645. At that time Sydney alone was fitting out about sixty sail annually for the Pacific grounds, and Hobart and Launceston many more. (2)

It is not surprising, then, that this thriving industry at South Australia's front door should have aroused the interest of the would-be Colonisers. When efforts were being made in 1831 to form the South Australian Land Company, the committee - of which, incidentally, Angas was a member - predicted that:

"The sperm and black whale fishery will afford articles of profitable export, and will also tend to make the settlement important for the refitting and victualling of vessels engaged in that trade." (3)

This theme was adumbrated throughout the years of negotiation and propagandising which followed, and when Angas at length succeeded in establishing the South Australian Company, whaling occupied a prominent position in the long list of its proposed activities. (3a) It was planned to establish the Company in

the trade as rapidly as possible and to form a depot suitable for use by whalers and sealers. In the Prospectus it was pointed out that:

"The Bays and Gulfs of South Australia are well known to be the favourite resort of the Black Whale, and only a little distance from the coast is the principal fishing-ground....(It) is manifest that if it be a profitable speculation - as it undoubtedly is - to send vessels from England to the Southern Ocean, there to seek a cargo of oil, it must be far more profitable to establish depots in the immediate vicinity of the fishing-ground, near which small vessels may be constantly employed during the season in fishing, and at other times in the coasting trade, and at which stations the blubber may be cheaply reduced, and the oil itself may be easily transmitted to the most desirable markets."(4)

Angas had been interested in the profits to be made from the Southern Fishery for some time, and during the latter half of 1835, when the prospects of floating the Company were still uncertain, he seems to have formed a determination - should these plans come to nothing - to engage in the trade either alone or in conjunction with Smith and Kingscote.⁽⁵⁾

With this in view he purchased the "Duke of York" and the "Lady Mary Pelham", two bargues of 190 and 206 tons respectively, and later on the "John Pirie", a schooner of 105 tons, and began to fit them out as whalers on the understanding that "should the Company be formed the whole were to be given up into its hands".⁽⁶⁾

When eventually the Company was established (29nd January, 1836), the three vessels were handed over at cost plus interest for the total sum of £3,175⁽⁷⁾ At the first

meeting of the Board Angas reported that a fourth vessel, a barque of 269 tons, had also been purchased for the Company, together with her boats, casks, stores and gear, for the sum of £2,300⁽⁸⁾ This vessel, the "Sarah and Elizabeth", was fitted out in the same manner as the others under Captain Wakeling, but did not leave for the Colony until the 21st October⁽⁹⁾ The "Sarah and Elizabeth" was an unfortunate purchase, for she was afterwards found to be so rotten in her timbers and rigging that she had to be virtually rebuilt at Hobart at enormous cost.

The Board - meaning Angas - planned their operations as follows: The "Duke of York", the "Lady Mary Pelham", the "John Pirie" and the "Emma" were to proceed immediately to the Colony with the shore establishment in the hope of reaching there before the end of the black whale season (September). The "York" and "Pelham" were to take whales on the passage out if any were sighted, and after dropping their passengers and cargoes at Nepean Bay were to sail for the sperm grounds. The advance party, meanwhile, were to establish a settlement on the Island (See P. 34) to serve as a mother station for any shore-parties it might be expedient to set up in the neighbourhood, and as a depot and dockyard for the Company's ships.⁽¹⁰⁾ The "Emma", a 164 ton brig which had been chartered on a monthly basis, and the "John Pirie" were to carry out stores and passengers, and after arrival were to be used at the local fisheries or

sent to the other Colonies for stock and supplies.

The Company's three vessels were placed in dry-dock and after inspection were sheathed with patent felt, wood and copper; equipped with three suits of sails each, and sufficient stores for twelve months. The two whaling ships were fully equipped with boats, lines, try-pots, harpoons, etc., and when all four vessels had taken on their stores and gear the remaining space between decks was fitted with oil casks, either assembled or in shakes. (11)

A new set of ship's articles were compiled and printed "in strict accordance with the most recent Acts of Parliament" according to which the officers and crews of each ship signed on for not less than three years. In virtue of the 56th Regulation of the Board of Commissioners (see P.) the seamen and officers were entitled to take their wives and families to the Colony with them at the cost of the Land Fund. This the Board encouraged them to do, because it was hoped they would settle at the Company's chief maritime depot and so help to form a permanent seafaring community there. (12)

How many of the seamen did sail with their families is not known, but the indications are that very few, if any, took the opportunity.

The produce of the "bay" and "off-shore" fisheries was to be landed at Kingscote and shipped on freight to England for sale by the London office, and supplies for the fisheries were to be sent out in return - all of which could be done,

so Angas prophesied, "at half the expense of sending the whale ships themselves to England."⁽¹³⁾

The Company's bay whaling operations did not begin until 1837. The previous season was missed, partly because of the late arrival of the "York" and "Pelham" (the end of July), and partly owing to the disorganisation which attended the landing. No oil was taken on the voyage out and when the two vessels dropped anchor in the Bay their crews - and especially the "Pelham's" complement - were ready to desert. The "Pelham" had to be sent to Hobart for an entirely new crew and the "York" to refit and secure a cooper, from whence both sailed for the sperm grounds in the north. The "John Pirie" arrived in reasonably good order on the 18th August and was sent off to Hobart shortly afterwards for sawn timber and supplies. The "Emma", however, reached the settlement in a sorry state after a "most disastrous passage" from Cape Town during which she lost her bulwarks and all her stock except seven English sheep. She was patched up and sent to Hobart in November to procure more livestock⁽¹⁴⁾.

The 1837 season was mismanaged by Stephens from beginning to end. In December he wrote to Angas saying he intended to establish a six-boat fishery, but could not yet say precisely where it would be.⁽¹⁵⁾ Before he could make up his mind on this point competition arrived in the form of a whaling party from Sydney. On the 1st March, 1837, the "Hind", a brig

from Port Jackson brought up in Antechamber Bay with a party of 64 whalers on board under the command of a captain John Blenkinsop. The latter, as representative and partner in the firm of Robert Campbell Jnr. & Co. of Sydney, had left Port Jackson on the 13th February to form a whaling and grazing establishment at or near Encounter Bay. After inspecting Buffon Bay he had continued on to Kangaroo Island to collect timber for his station. On the 5th March he met Stephens and the two discussed their plans. When Stephens expressed the hope that their interests would not conflict Blenkinsop suggested that the boat-crews of the two firms work together - an arrangement which appears to have been common practice in bay whaling. Stephens rejected the proposal and on the same night sent a boat-party secretly to Encounter Bay to stake a claim for the Company. When Blenkinsop arrived there some days later he found the Company's house-flag fluttering from the Bluff and Stephens' people established in Rosetta Cove.

By thus seizing what he supposed to be the best site in the bay, Stephens evidently thought that Blenkinsop would remove to another locality; instead his action resulted in the establishment of rival fisheries. Blenkinsop rounded Granite Island and set up his station near what is now Police Point - the sandy spur from which the causeway to the Island leaves the mainland.

Blenkinsop established his fishery on the 18th March, and on the 12th of the following month left for Sydney on business. In his absence John Driscoll, one of his boat-steerers, was decoyed away and employed by Captain Wright of the "William". The "William", a 20 ton cutter from Van Diemen's Land, had been chartered for the Company by Stephens in December⁽¹⁷⁾ and was being used at the time to help in establishing the Rosetta Head fishery. Wright also put six of Blenkinsop's men aboard the "Sarah and Elizabeth".

On his return (30th June) Blenkinsop boarded the "William" to try and reclaim his men. An argument ensued which ended with Wright ordering him off his cutter at the point of a pistol. Blenkinsop next attempted to interview Stephens on the "South Australian", which was then anchored in Rosetta Cove. But while he was climbing aboard Stephens came to the side with two pistols and fired a shot among Blenkinsop's men, the ball narrowly missing the headman, John Head, and burying itself in the thigh-board of the boat. With the other pistol he forced Blenkinsop off the "South Australian" and ordered out an armed boat crew to prevent the "William" from being searched.

As the bay whaling season was then in progress Blenkinsop was too busy with his fishery to lodge a complaint about Stephens and Wright immediately; but in October he and his lieutenant, Sylvester Freeman, made their way to Adelaide

and swore out affidavits in the matter. (18)

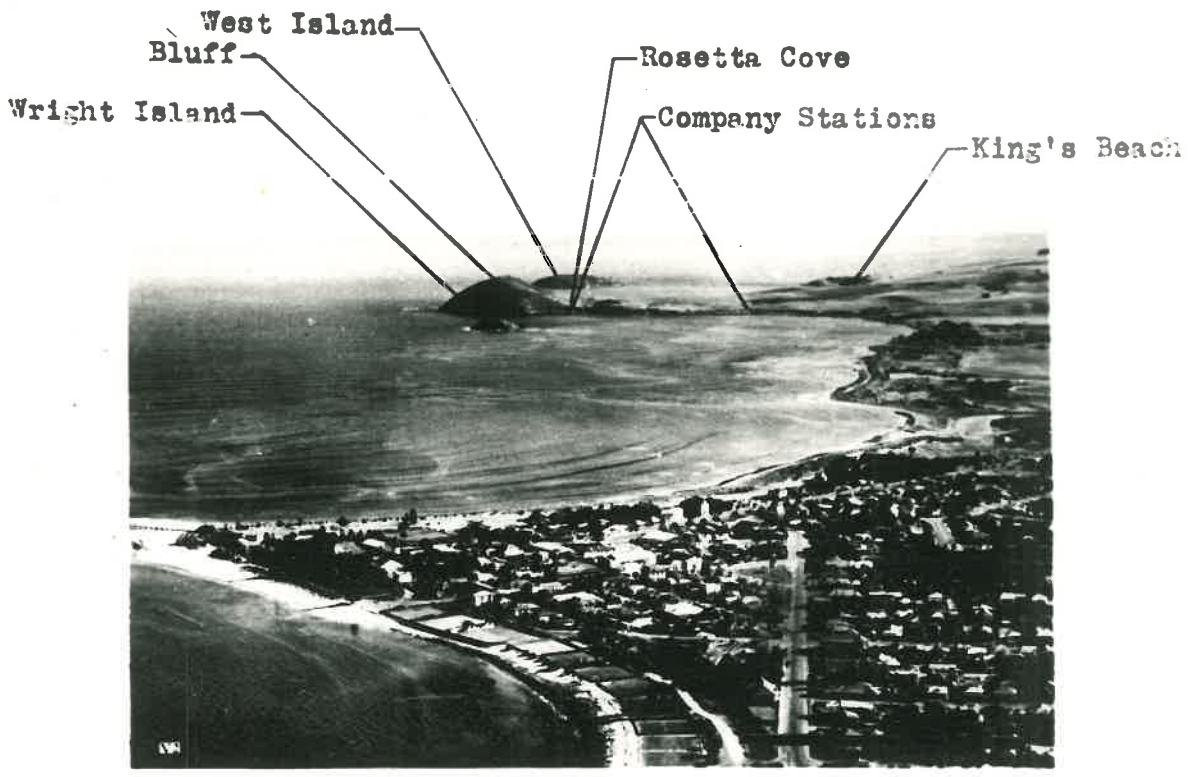
In the meantime Stephens, evidently afraid at what had taken place, dismissed Driscoll and sent him overland to Adelaide with a native guide ("Black Alleck") and two lubras. On the way the guide murdered Driscoll.

Stephens was not content merely with luring Blenkinsop's men away. While the latter had been absent in Sydney Charles Mann, the Company's "retained counsel" had trumped up a legal pretext on which to have "Blenkinsop and his troop" forcibly removed. In this he almost succeeded. On the 14th June, 1837, Light, Hack, Stephens and a party of Marines left Adelaide with orders to eject Blenkinsop from Encounter Bay; but they had to turn back at the Onkaparinga. In August Fisher and Light set out again, but on reaching Encounter Bay Light found he lacked the jurisdiction to carry out his commission; and before the matter could be taken further Stephens found himself under arrest. (19)

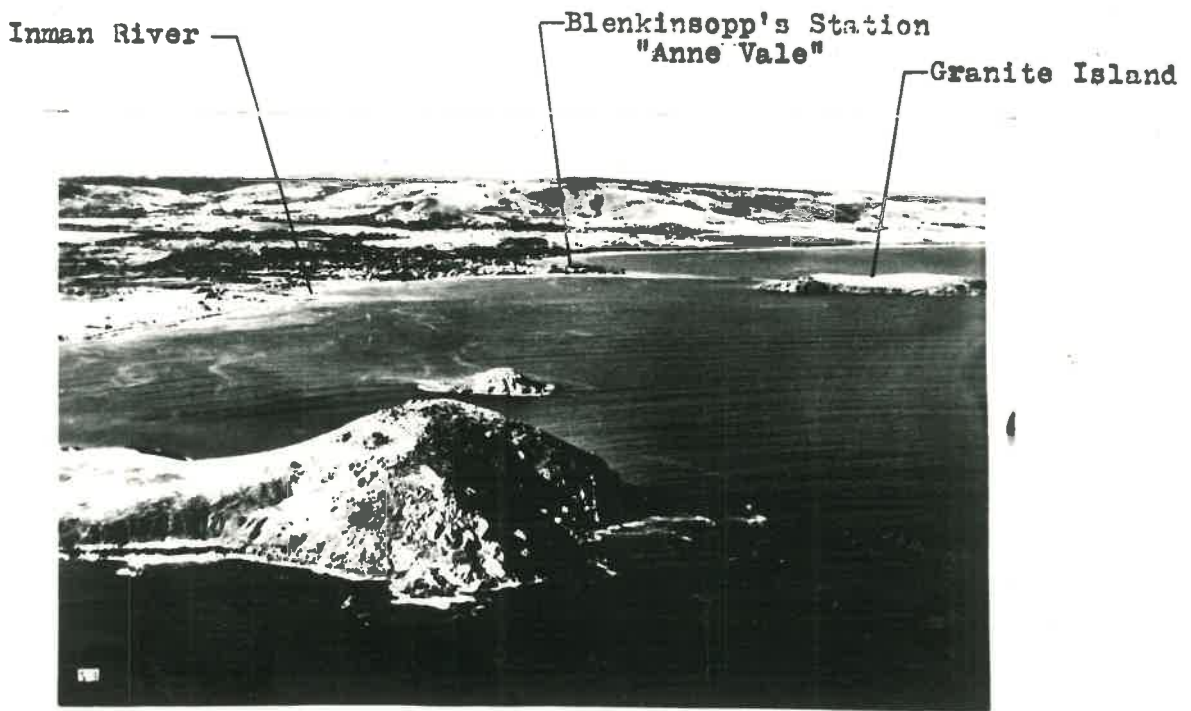
The assaults made on Blenkinsop were investigated by Stephens' two arch-enemies, Strangways and Stevenson, who, it will be remembered, had presided over the Enquiry at Kingscote in the previous January. As a result Stephens and Wright were arrested on a writ of "habeas corpus" at Kingscote in October and taken to Adelaide to be charged with a capital offence. (20)

At the hearing in Adelaide an absurd situation arose when Mann, as Attorney-General - whose duty it was to prose-

VICTOR HARBOUR:
TWO VIEWS SHOWING THE SITES
OF
THE WHALING STATIONS



Encounter Bay - looking south west



Encounter Bay - looking north east

cute Stephens and Wright - joined with Fisher, the Resident Commissioner - who was defending the accused in a private capacity - in an effort to have the charge dismissed! Mann was not only the Crown Prosecutor and the Company's retained legal adviser, but a personal friend of Stephens. Jefcott, however, who presided over the hearing, angrily dismissed their objections to the proceedings and committed Stephens and Wright for trial at the next Court of General Gaol Delivery.⁽²¹⁾ Meanwhile, the two men were released on bail.

But Jefcott foresaw objections arising from the fact that the alleged offences had occurred on the water - a circumstance which made possible (albeit remotely) the quibble that the case was a matter for the Court of Vice Admiralty Jurisdiction. As the nearest Court of Admiralty Jurisdiction was in Van Diemen's Land Jefcott obtained Hindmarsh's permission to go there and consult the judicature on this subject and the question of native criminal offences.⁽²²⁾

This was in November; at the same time Blenkinsop was writing away to Angas to claim £11,827 compensation on the ground that Stephens, by luring away all but ten of his men, had ruined the season for him.⁽²³⁾

It was while the proceedings were at this stage that an accident occurred which at one stroke delivered Stephens, Wright and the Company from prosecution and decreased the rivalry between the two fisheries. On the 24th January, 1838, Jefcott went to Encounter Bay to join the "Hartley"

on her way to Van Diemen's Land from Kingscote. While awaiting her arrival he and Blenkinsep attempted to explore the mouth of the Murray. Their boat capsized in the surf and all were drowned.

The "catastrophe" was almost too neat to be plausible. With the Judge Advocate and the principal witness for the prosecution both dead, the case lapsed and the Company were left in possession of the field.

But it was a Pyrrhic victory for the Company. Stephens' "injudicious proceedings" had not only been indirectly responsible for loss of life, but the hostile rivalry of the fisheries had helped to spoil the season for both of them. Shortly before his death Blenkinsep stated that if the fishing had not been harassed by the Company's people and if both parties had consented to work "amicably and in concert" they might have obtained 300 or 400 tons of oil each. (24) As it was, the Company's fishery finished with about 160 tons and Blenkinsep's with 115.

The Company's troubles were not confined to the quarrel with the house of Campbell and Co. The whalers they brought out from England were nearly all from the Northern Fishery, with techniques, customs and habits which tended to unfit them for the southern trade. (25) In January, 1838, McLaren told Wheeler that Captain Wakeling, the master of the "Sarah and Elizabeth", was "the only man in the Company's service with any knowledge of South Sea fishing", and that even he was unsatisfactory because he lacked experience in bay whaling.

Added to this there was much fighting and drunkenness on the ships and at the shore station, and frequent desertions owing to the quality of the rations, the poor season, and

the high wages offering at Adelaide. At the Encounter Bay station the Company were almost as powerless to enforce their employment contracts and maintain order as they were at Kingscote. There was no resident magistrate, no constabulary and no gaol.

The record of the Company's whaling fleet during 1837 was even more discouraging. The "Duke of York", after leaving Hobart in October, 1836, cruised for ten months in the south-west Pacific and along the east coast of Australia where she took 150 barrels (18 tons) of sperm oil. But on August 14th, 1837, she struck an uncharted reef to the north of Moreton Bay and foundered. All hands were saved but the vessel and her cargo became a total loss. Unfortunately the only intelligence of the "Duke of York" to reach London prior to the news of her loss was the report that she had been spoken to at sea in December with 40 barrels of oil. As a result only 40 out of her "catch" of 150 barrels were covered by insurance. (26)

The "Lady Mary Pelham" also came to grief. She sailed from Hobart on the 23rd September and spent nearly a year on the sperm grounds in the neighbourhood of the Timor Sea. After obtaining 80 barrels of oil she grounded on the New Guinea coast and sprang a leak. The crew managed to float her off, but she was so damaged that she had to make for Sourabaya where she arrived on the 7th September, 1837. Here she remained for some months under repair and at length

sailed for Sydney with a cargo of sugar on freight, arriving in May, 1838. (27)

The Company's third vessel, the "Sarah and Elizabeth", escaped mishap, but her record was even more ignominious. She left Ramsgate on the 21st October, 1836, under captain Wakeling with a crew of five officers, four apprentices and nineteen men and reached Nepean Bay on 23rd April the following year. She took 150 barrels of oil on the voyage out (28) but by the time she arrived in the Colony there was dissension among the crew and a number of the men deserted as soon as she dropped anchor in Nepean Bay. Wakeling seems to have been unpopular and his first mate, who was a confirmed drunkard, fought with him continually. Replacements for the deserters were scraped together - evidently by drawing on the fishery of the luckless Blenkinsop - and after revictualling, the "Sarah and Elizabeth" was sent off in haste (7th May) to coast for whales in the eastern waters of the Bight.

Her season, in McLaren's words, was "an entire failure, attended with enormous expense and loss", due mainly to the quarrelling of the officers and men and the incompetence of the headsmen and boatsteerers. Wakeling and his chief officer fought two or three times on the quarter deck and had to be separated; while the boat-crews, instead of co-operating "actually strove against each other - cutting each others lines etc." Anxious, Avoid and Coffin's Bay

were visited, and although between 50 and 100 whales were sighted only eight were taken, two of which were calves. As a result the "Sarah and Elizabeth" returned to Kingscote before the end of the season with only about 30 tons of oil and one ton of bone, although other vessels operating in the same waters got full holds. (29)

On arrival at Nepean Bay her timbers were found to be so rotten in places that large pieces could be broken off like biscuit; and from August until the end of the year she was laid up in the harbour with her side open. (30)

The final disaster to overtake the Company's whaling fleet in 1837 was the stranding of the "South Australian" at Encounter Bay. The "South Australian", a 236 ton barge, was purchased by the Company from the navy in October, 1836, for the sum of £1,000 and fitted out for the Southern Fishery under captain Alexander Allan. (31) She sailed from Plymouth on the 22nd December, 1837, and arrived at Nepean Bay on the 22nd of April one day in front of the "Sarah and Elizabeth". Like the latter she was expected, on arrival, to take part in the bay whaling as a coaster. The Board, however, evidently thinking that seamen could be found to make up her crew in the Colony, sent her out with a complement of five officers three apprentices and only eight men - all of whom, as McLaren later complained, were Greenland whalers. (32) Consequently, when Stephens and McLaren came to consider how best to employ her they found themselves in difficulties.

Additional seamen and pulling hands could not be found for her in South Australia, and it was then too late to secure them from Van Diemen's Land. In the end it was decided she should go to Encounter Bay to help the fishery by providing two more boat-crews and acting as a "cutting-in" ship. (33)

She remained at Rosetta Cove in this capacity from June to November, during which time - owing mainly to the inexperience of her crew - she obtained only 26 tons of oil and 2 tons of bone. (34) At the end of November she picked up the "Sarah and Elizabeth's" oil and bone from Kingscote and returned to Encounter Bay to await the "Solway", which was under commission to take the season's "catch" to Hobart. On December 1st, while at anchor in the roads at Rosetta Cove, a violent gale from the south-east drove her from her moorings across the reef and on to the beach near the mouth of the Inman River. A few days later the "Solway" and "John Pirie" arrived and anchored in the same place. Another gale came on and they shared the same fate as the "South Australian". The "Solway" was bilged on the reef and became a total loss; but by good seamanship Martin managed to avoid the reef and the "Pirie", though beached, was later able to be floated off.

McLaren was inclined at first to blame the wreck of the "South Australian" on the "old and insufficient cables" with which she was moored, but the stranding of the "Solway" and "Pirie" in precisely the same circumstances opened his

SKETCH MAP OF ENCOUNTER BAY
with
INFORMATION RELATING TO THE STRANDING
of
THE "SOUTH AUSTRALIAN", "JOHN PILBE" AND "SOLWAY".

(By courtesy of the S.A. Archives)

For this map see enclosure to despatch
of January 5, 1838. Archives Group 1160.

eyes to the fact that Encounter Bay and especially Rosetta Cove - was not a safe all-weather harbour. Wright had earlier assured him that it was "perfectly secure for several vessels riding at anchor" at the one time; but the truth was that it afforded no protection whatever from southeasterly winds and was so small that if a ship were driven from her moorings she would collide with other vessels or go ashore before her crew could let go another anchor.

With the trouble over Kingscote and the succession of disasters and failures attending the Company's first whaling season it is not to be wondered at that McLaren talked of resigning. But even with all this, misfortune had not finished with him. Of the 216 tons of oil obtained during the bay whaling operations about 16 tons leaked away at the fishery owing to hot weather and the delay in shipping it, and more in transit between Hobart and England,⁽³⁵⁾ and to crown everything the men were paid double for the season due to a miscalculation of the lays.

This last, like a good many of the Company's blunders in their whaling branch, was a result of inexperience. In bay whaling the usual practice was to pay the men at the end of the season in "lays", or shares, which were certain proportions of the oil and bone caught, and reckoned at a price agreed upon at the beginning of the season. The lays varied according to the rank and skill of the men employed - the chief headman, for example, receiving from the 11th to the

13th lay, the second headsman from the 15th to the 17th, and so on down to the "pulling hands" who generally got 60th to 65th lays. In computing the amounts to be paid to their double party at Rosetta Head⁽³⁶⁾ the Company's clerk should have divided the total quantity of oil obtained (160 tons) into two equal halves and calculated the lays of each party on one half. Instead, each man's share was calculated on the whole amount of oil, with the result that the sums paid in lays came to more than the value of the oil, and the greater the quantity of oil the greater the loss to the Company.⁽³⁷⁾

The season's produce, after the vicissitudes connected with its removal from the fisheries, was taken at length to Hobart by the "Sarah and Elizabeth" in February, 1838, and being transhipped to the "Seppings" and "Goshawk" arrived in London at the close of that year. Coming to a full market the price obtained for it was low⁽³⁸⁾ and the gross proceeds fell short of the previous estimate (£6,500) by about £1,500.⁽³⁹⁾

The 1837 season was a great disappointment to McLaren and although his faith in the value of the whaling branch had not been shaken by the year's mishaps⁽⁴⁰⁾ such confidence as he may have felt in his own fitness to supervise it had evaporated, and he looked forward to the next season with much apprehension.

"I can say with the utmost sincerity," he told Wheeler, "that I am not aware of anything which I had it in my power to do, .. that has not been done, to render (the fisheries) successful. Yet there are so many arrangements to make . . . that with my inexperience, and the want of any ONE individual, to whom I could commit the superintendence, or even in whose judgment I could rely, I have great misgivings of heart."⁽⁴¹⁾

For the 1838 season McLaren decided to continue the whaling with two four-boat fisheries - one at Rosetta Head under J.G. Harper, late chief mate of the "South Australian," and the other at Thistles Island under the superintendence of James McFarlane, also of the "South Australian"⁽⁴²⁾

To be certain of obtaining suitable boat crews Harper and McFarlane were sent to Van Diemen's Land as early as January to select "hands",⁽⁴³⁾ while McLaren, anxious that the new station should not fail for any want of attention on his own part, supervised much of its equipment personally. In this perhaps he was too solicitous - at any rate with regard to the Encounter Bay station - because in their report on whaling made some years later, Hart, Hagen and Baker mention "the excessive expenditure on provisions" as one of the factors making for the failure of the season.⁽⁴⁴⁾ Huts for the men, a store, try-works and blubber-ways were erected⁽⁴⁵⁾ and the "Water Witch", a 25 ton cutter, was chartered by the month to carry workmen, materials and provisions to the island.⁽⁴⁶⁾ The "Mary Ann", another cutter, was bought to take the place of the "Water Witch" in March⁽⁴⁷⁾ and the "Victoria", a brand new schooner of 28 tons, was purchased from her Van Diemen's Land builders for the

whaling and coastal trade. (48)

Everything went more or less according to plan and by April all "hands" were at their stations and "ready to make a season of it".

For some reason the whales visiting the coast that year were relatively few in number and those that did arrive set into the bays later than usual and left somewhat earlier. McLaren states that at Portland Bay, where there were some forty boats operating, the season was so poor that there were sometimes as many as thirty-six crews out at once after the same whale. (50) At the Rosetta Head fishery the first whale was not killed until about the middle of May, and although the fishery was not finally broken up until October the season was practically over by the end of August. (51) In spite of this the Rosetta Head station made a fairly good season, taking 135 tuns between May and August and finishing with 150 tuns of oil and 13 tons of bone. (52)

The Thistle Island station, however, failed completely. The first whale was not taken until the end of May, and only three more were killed in the following six weeks - by which time Rosetta Head had already caught twelve and got 100 tuns of oil. (53) The fishing did not improve, and as the season wore on it became apparent that the new station was not in a calving bay after all. (54) With this realisation the men became increasingly restive, and in July McFarlane sent a message to McLaren advising him to remove

the party to Encounter Bay before the season was lost. McLaren, however, refused and ordered McFarlane to stay where he was, evidently in the forlorn hope that the whales would set in later on.⁽⁵⁵⁾ McFarlane and his men hung on for another six or seven weeks, at the end of which time - not having seen a "fish" for a fortnight, with only 65 tons of oil and 4 tons of bone taken and desperately short of supplies - they broke up the fishery in despair and returned in a body to Kingscote.⁽⁵⁶⁾

The "Cazette and Register", always on the watch for a chance to drive a barb into "David", reported the incident with malicious glee:

"The fishing station at Thistle Island, at the mouth of Spencer's Gulf, the establishment of which has been the subject of so much congratulatory fanning by the manager and his 'retained legal adviser' has been abandoned by the men before the season was half over! The whalers complained of STARVATION; the beef was said to be rotten, and the biscuit such as hungry pigs would loathe. The men, therefore, refused to remain in such employment and escaped. Here, then, is another dead loss of from two to three thousand pounds to the Company, and a fresh instance of the admirable mismanagement of the commercial department."⁽⁵⁷⁾

How accurate the "Register's" estimate of the loss from the Thistle Island fishery was it is not possible to say, but the lower figure was probably somewhere near the truth. At all events, McLaren stated that unless the Company managed to get £50 per ton for all the oil taken (215 tons) the season would not have paid for itself.⁽⁵⁸⁾ As it happened, they obtained only £24 to £26 per ton of oil and £124 to £127 per ton of bone; and of the gross proceeds from the sale two

Sydney where the crew deserted almost to a man and Spark, the Company's agent, had to take the vessel into his custody. Thus instead of helping to redeem the 1838 whaling losses the "Gulana" substantially added to them. (64)

The "Lady Mary Pelham" took no part in the whaling during 1838. On her return to Sydney from Sourabaya she was taken out of service as a whaler and brought to Adelaide (December) for use as a freighter. (65)

The plans made for the "Sarah and Elizabeth" for 1838 were deranged by the discovery that her timbers were in a worse state than was previously thought. After undergoing repairs at Kingscote for fifteen weeks following her bay whaling cruise in 1837 it was decided - since she was too unseaworthy to be sent opera whaling - to despatch her to New Zealand for timber. Before she could sail on this errand, however, the wrecks of the "South Australian" and "Solway" occurred and McLaren resolved instead to send her home via Hobart with the 1837 "catch" on freight. (66) She left Kingscote on the 17th February, but on arrival at Hobart she proved too unseaworthy to proceed and her cargo was transhipped to the "Goshawk". Her timbers aft, including the stern-post, were found to be rotten and the ship's rights estimated her repairs would cost about £1,000. (67) McLaren gave orders for the repairs to be made, but as they progressed the decay was found to extend further than was reported earlier. (68) and the estimated cost of repairs increased accordingly. Martin inspected her in September and advised

thirds to three quarters were consumed in freight charges. (59)

McLaren arranged for the season's "catch" to be conveyed to England in the "Goshawk", but he made the mistake of chartering her on a monthly basis (60) with the result that the freight home amounted to upwards of £10 a tun for the oil alone. In addition to this, the captain of the "Goshawk", regarding Encounter Bay as an unsafe harbour, charged the Company £10 a day while there and refused to take his vessel nearer to Rosetta Cove than the anchorage under Granite Island. During the whole time the "Goshawk" was being loaded the brig "Lord Hobart" had to be kept at work bringing oil alongside from the fishery, thus still further increasing expenses. (61)

The returns from sperm whaling in 1838 were nil. In the previous year McLaren had looked to the proceeds from the "Duke of York" and "Lady Mary Pelham" to compensate for the losses sustained in the bay whaling. Likewise, in 1838, he came to pin his hopes on the "Guiana". (62) This vessel, the fifth to be fitted out by the Company as a whaler, sailed from England in August, 1837 (63) under captain G.W. Dolling with a crew of five officers, five apprentices, and 26 men. She sailed straight to the Pacific grounds where she cruised for nearly twelve months without taking a single whale. Dolling proved a complete drunkard and the crew became so mutinous, due mainly to his incompetence, that they refused to enter the boats. Dolling was obliged at length to put into

that she be scrapped. By this time, however, the costs already incurred were so heavy that she could not be disposed of in her existing state without a heavy loss.⁽⁶⁹⁾ Thus the "Sarah and Elizabeth" remained out of commission for most of 1838 and at the end of the year was still lying in the Hobart shipyards with her expenses steadily mounting.

Such, then, was the record of the Company's whaling operations in 1838 - forming, like the previous season's, a dismal succession of blunders and disasters which made it seem, as the "Register" remarked, as though a malign "fate" were determined to wreck every project the Company put their hand to. Misfortune did play a part, and quite a large one, but it is evident that most of the Company's troubles in the first two seasons stemmed from faulty organisation at the outset - and in particular from failure to provide the department with properly qualified overseers and officers. Whaling was then, and probably still is, a highly specialised industry, demanding expert organisation and experienced superintendence. Success in it, as McLaren once said, depended on such "a combination of favourable circumstances" - and he might have added, "a thorough knowledge of its techniques and lore" - that it was a trade in which immense sums of money might be made or lost.⁽⁷⁰⁾ Whaling, at any rate, was no field for amateurs, and it is perhaps the measure of Angus's own inexperience that he had elected to organise the Company's

whaling branch himself. It is obvious, in spite of his connection with commercial shipping, that his knowledge of whaling was slight. Had he known much about it he would not have engaged arctic whalers for the Australian coasts and southern sperm grounds, and officers with little or no experience of bay whaling; and above all, he would never have committed the management of the department to the care of men like Stephens and McLaren, who, for all their experience in other directions, must have known even less about whaling than he did himself. McLaren, as Martin said, was "totally ignorant of shipping"⁽⁷¹⁾ and obliged to rely at every important step on the judgment of others who, like Wright, Allan, McFarlane and Wakeling, were not seldom irresponsible or uninformed. The whalers themselves, on the other hand, whose livelihood depended on "making a good season", were quick to resent inefficient management, and just as quick to exploit their employers' mistakes to their own advantage. Although McLaren frequently vilified them as "beasts", "sets", "rogues" and "unprincipled wretches" they were probably no worse on the whole than most others who followed their calling.

About his own capabilities in this field McLaren was under no illusions at all, and he frequently warned the Board of his inadequacy.⁽⁷²⁾ The experience of the 1837 season was enough to convince him that a full-time specialist to oversee the whaling and shipping department was "indis-

pensibly requisite", and he wrote to the Board in November that year asking that a superintendent be sent to the Colony without delay. (73) The Board responded by engaging a certain captain Allen, (74) whom they described as "a temperance man, experienced in sperm and black whaling and well acquainted with general mercantile trade." (75) Allen was engaged in May, 1838, and so did not arrive in the Colony until the end of the season. In the meantime, McLaren, afraid that delay by the Board in appointing a superintendent might result in yet another season under his own management, reached an arrangement in September with Cptn. Hart late of the "Isabella". (76) The arrival of Allen shortly afterwards under an engagement to serve for four years at first caused McLaren some embarrassment - but not for long. It was soon found that Allen was not only an "inveterate drunkard" but unacquainted with southern bay whaling and "quite ignorant of the coasts of Australia." Furthermore the Board, instead of basing his scale of remuneration on the quantity of oil actually taken - as was usual in the southern fisheries - had employed him on the understanding that he was to receive £12 for every black whale killed and brought to moorings, and £6 for every hump back. But as McLaren pointed out, whales could, and did, go adrift from their moorings and varied in yield from as much as ten to as little as three or four tons, while hump backs were considered hardly worth taking. (77)

In their report on whaling made at the request of the Statistical Society in 1842, Hart, Hagen and Baker cite the appointment of Allen as an outstanding example of the Board's ignorance of southern whaling.

"The persons sent out from England were, with few exceptions, totally unacquainted with the system on which whaling is conducted in these colonies (and of whom some seem to have engaged for the purpose of systematic imposition). A greater proof of this, and the want of knowledge displayed at home, need not be cited than the appointment of the person sent out to fill the office of Superintendent of Whaling." (78)

McLaren had had too much trouble already with inefficiency and drunkenness to be bothered experimenting with Allen, and although the unfortunate man had come 14,000 miles to fill the post he was sent packing and Hart was installed in his place. Hart knew his job and subsequent seasons, if not very successful, were comparatively free from the administrative blunders which did so much to spoil the seasons 1837-8.

By the end of 1838 it was becoming clear to the Board that their sperm whaling venture had failed and that the best policy was to minimise losses by withdrawing from that branch as rapidly as possible. This decision was hastened by the growing realisation that the Company's interests were far too numerous and diverse, and that the yield from investment would be higher if capital were concentrated in those depart-

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ments which experience and certain trends in the Colony's development were beginning to reveal as the safest and most profitable or promising - namely, banking, real estate, land settlement and stock raising, ⁽⁷⁹⁾ McLaren, the first to recognise the need for "concentration", began to agitate for the adoption of this policy before he had been twelve months in the Colony, and from December, 1837, had lectured the Board persistently on the expediency of retrenchment and consolidation. ⁽⁸⁰⁾ The Board were not slow to see the wisdom of his advice and from about August onward began a thorough-going review of the Company's affairs - their investigations issuing, over a period of months, in a series of resolutions designed to allow a gradual reduction in the scope of the Company's activities. ⁽⁸¹⁾

Thus the news of the year's shipping mishaps arrived for the consideration of a Board much less inclined than hitherto to persevere with departments whose prospects of success were dubious. A further incentive to abandon sperm whaling - if any were needed - was the anxiety to diminish expenditure at Kingscote where measures to reduce the establishment were being impeded by the need to maintain harbour and shipyard facilities.

In November, then, it was resolved:

"That as soon as the Manager in the Colony in his discretion may think convenient, the Company should abandon both Commercial and Shipping operations, confining the Company's proceedings to the Bank, the Land (including Flocks & Herds) & the Off-Shore Whaling.

. . . that the ships "Guiana", "Lady Mary Pelham", "Lord Hobart and "Sarah and Elizabeth" also the "John Pirie" if not required in off shore whaling be sent home on freight or disposed of in South Australia or the neighbouring Colonies, as most expedient for the Company's interest." (82)

Although this resolution touched only the Company's shipping activities the instructions sent with it to the Colony suggest that the Board were already prepared, if necessary, to reduce the scale of their bay whaling operations as well.

"Having reduced the establishment and confined the Company's operations to the Off shore Whale Fishery, the Land (including Flocks & Herds) and the Bank, the Board would give you full authority to regulate them as you deem most advantageous for their interest - the whale fishery especially can be extended, reduced or maintained as you may consider most expedient." (83)

Early in the following year, when the news of the previous season's bay whaling operations reached them, the Board's views on future policy in this department became more positive, and in April Wheeler communicated full discretionary powers to McLaren enabling him to withdraw from bay whaling altogether.

"We regret to perceive from the spirit of your letter the almost moral certainty that our Bay whaling operations have been unprofitable.; & although we have no right to expect exemption from chances or reverses to which all are subject, yet it will never do to persevere heedlessly in enterprises where success is very unlikely - The Directors therefore wish you to subject this branch of our operations to careful scrutiny & to ascertain whether its further prosecution is advisable . . . if not it should be abandoned without delay." (84)

McLaren, as it happened, had written to the Board not long before in much the same vein, declaring himself inclined

to abandon whaling but afraid to act on his own responsibility. Were there a local Board, he told Wheeler, "I should submit to their most deliberate consideration the propriety of continuing or relinquishing the Whaling Trade in all its branches. I have no doubt on my mind that the Bank, the Flocks & herds & Lands will afford full employment for the Company's capital and will each yield a very profitable return - the question then is, should we continue a trade where profit is quite problematical and divert a portion of our funds from trades where success is certain."

Thus the new year found McLaren and the London office both in much the same mind about "the propriety of relinquishing the whaling trade" and both equally reluctant to act on their own initiative in the matter.

By the time Wheeler's letter came to hand the 1839 season had begun.

In the previous September McLaren had arranged for the Company's fishery to prosecute the next season's bay whaling in co-operation with the firm of J.B. and S. Hack, who had purchased Blenkinsop's station. Hack and Co. had fared badly in 1838, their four boats taking only 104 tons between them ⁽⁸⁶⁾ and at the end of the season Barton Hack had approached McLaren with the proposal that his own fishery and the Company's amalgamate under the superintendence of Captain

Hart as equal partners in all expenses and proceeds.

McLaren had consented and the following agreement was entered into:

1. Both fisheries to be superintended by captain John Hart of the barque "Hope"
2. The season's produce to be divided equally between the two firms
3. Each firm to keep three boats manned and provisioned at Encounter Bay
4. Two other stations of six boats each to be established to the west of Encounter Bay - one by the Company and the other by Hack & Co. - the produce of both stations being likewise equally divided
5. Hart to engage headsmen and hands and to have complete authority to manage every particular of the entire fishery
6. Hart to procure, command and direct a vessel to be chartered for the use of the fishery and for conveying the oil to the places of shipment - the charter costs to be borne equally by both firms.
7. Hart's remuneration by the Company to be 5% on the Company's share of good and marketable oil valued at £20 per tun and bone at £50 per ton
8. In the event of any dispute arising between the parties to the agreement, both to abide by the decisions of two competent persons - each party choosing one umpire
9. The above agreement to come into operation immediately (September) in anticipation of the next season (87)

McLaren was well pleased with the arrangement because it relieved him of onerous duty of organising the fishery for the coming season and placed its administration wholly in the care of an experienced supervisor. Hart knew the coast, knew the trade and, what was equally important, knew the men

engaged in it. "I may be altogether disappointed in the practical operations of this agreement," he told the Directors, "but I do consider it one, of the most promising, and the most important arrangements I have had it in my power to make for the Company - I have not a doubt but the allowance to Captn. Hart will be much more than compensated, by the savings... in the time of taking the men into pay - the Lays given them - the advances - the conveying of them & the Supplies & removing the oil - besides destroying competition between them & probably other parties - securing the very best Headsmen . . . and in lessening my responsibility and distraction of mind . . . May God grant that the success of this arrangement, may correspond with the anticipation".⁽⁸⁸⁾

Conformably with the agreement two three-boat fisheries were established at Encounter Bay - the Company's at their station at Rosetta Cove and Mack & Company's on Granite Island. The latter's decision to remove their station to the Island seems to have been prompted mainly by the fact that Encounter Bay was then undergoing survey for selection by Preliminary Purchasers.⁽⁸⁹⁾ To have remained at the site chosen by Blenkinsop would have exposed the fishery to the risk of interference by selectors; and Granite Island, being a Government Reserve was the only safe and practicable alternative. The decision to remove was well advised, as it turned out, because the site of the old station was chosen

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in June by Morphetton behalf of his client Richard Blundell. ⁽⁹⁰⁾

By continuing their fishery at Rosetta Cove the Company remained subject to the same risk, and were, in fact, inconvenienced by the claims of one of the selectors.

In addition to the Encounter Bay stations two others of six boats each were established in Spencer's Gulf - one at Sleaford Bay by Mack & Co. and the other by the Company at Thistles Island. Considering the record of the Thistles Island station in the previous season it is a little surprising that the Company should have located there again.

McLaren, however, was still grieving over the outlay on the station's plant and equipment, and reluctant to believe that it was not on a calving bay, was anxious it should have another trial, on the understanding that if no whales appeared by mid-June the party was to be removed to Encounter Bay. ⁽⁹¹⁾

The season began badly. Hart was delayed in Van Diemen's Land where he had gone for gear and supplies and did not return until the end of May, with the result that the whales were in the bays before the fisheries were properly organised. ⁽⁹²⁾ He seems also to have had difficulty in securing enough experienced headsmen and Sleaford Bay had to make do with men who had not previously acted in that capacity. This caused so much dissatisfaction among the men there that half of them deserted. ⁽⁹³⁾

On the face of them these accidents appear to have been the result of mismanagement; but the little evidence that exists suggests that in fact they were unavoidable. McLaren at any rate imputes no blame to Hart for them and it may be urged in his favour that eighteen first-class headsmen for one enterprise was rather a tall order to fill. Competition for good men was keen in Hobart and Launceston before a season and local firms seem to have possessed an advantage over others in securing the best crews. (94)

There was no shortage of whales in 1839 and until August both parties at Encounter Bay did well. The first oil was taken about the beginning of May and by the end of the following month the "catch" was 80 tons. By the middle of July this quantity had been more than doubled, with twenty-four "fish" taken and both stations "catching whales fast". On the 3rd August McLaren reported to the Board that by the latest advice 250 tons had been taken, adding that as matters stood 300 tons would pay the season's expenses. (95)

The two fisheries were greatly aided by the arrival of a French whaler whose boats "mated" with those of the shore stations and helped them to process their "fish". Evidently both stations had lacked adequate facilities for "cutting in" (i.e. stripping the whales) because McLaren states that the arrival of the French vessel had made it possible for the first time that season to try out the whales

as soon as they were caught.⁽⁹⁶⁾

The other fisheries were a failure. The whales seem to have been numerous enough at Eleaford Bay, but the men, becoming discouraged at the inefficiency of their headsmen, began to desert. By the third week in September the station had been abandoned by all but one boat-crew, the season's produce at that time amounting to only 50 to 55 tons of oil and two or three tons of bone.⁽⁹⁷⁾ Thistle Island station took no oil at all. As no whales were sighted by the middle of June the party was removed to Encounter Bay. On arrival, however, they refused work and soon afterwards all the pulling hands deserted.⁽⁹⁸⁾

The break up of the Thistle Island and Eleaford Bay fisheries was followed by the break-up of the party on Granite Island owing to the arrest of the chief headsmen, John Dutton. Some time during the first week of August it came to Dutton's ears that the men were planning to abscond after first staving in the oil (about 140 tons). A watch was posted and two men were caught lurking near the oil flats. On the same night Dutton went down to the huts and after tying the men up secured them to a chain, striking some of them as he did so. A few later got free and fled to the mainland across the reef. On the way, however, one of them, Alexander Riches, fell into the water and was drowned. The others subsequently came to Adelaide where they made a deposition against Dutton, as a result of which he was arrested on

several charges including one of manslaughter. Although bail was offered to any amount it was refused - the Judge Advocate acting in this, so McLaren alleged, under the sinister influence of George Stephens - and Dutton was detained in Adelaide for five weeks awaiting trial. He was eventually acquitted, but as the boat parties were summoned to Adelaide to give evidence, the fishery had to be broken up. (99)

To add to McLaren's sorrows the fishing at Encounter Bay was further interrupted by violent weather which put the "Victoria" aground and forced the French ship to put to sea. The "Victoria" was floated off, but the Frenchmen, having suffered some damage, did not return. This, coupled with the desertion of the six boat-crews from Thistle Island, was a serious blow to the Company's fishery because it left them short of men and deficient in the means of handling their "kills". (100)

So the season which looked so promising in the first few months proved a disappointment after all. From an earlier estimate of £1,000 clear profit McLaren was reduced by December to the belief that gross returns would barely cover expenses. (101) Precisely what the Company's share of the total proceeds amounted to it is not possible to say; but from the information available it seems to have been in the region of 200 tuns of oil and 10 tons of bone, (102) i.e. about 25 tuns more than was taken by their own fishery.

Some of the oil, however, was lost before it could be shipped. In July, 1839, the two firms jointly chartered the "Katherine Stewart Forbes" to take home the season's catch in October; but the ship was very late arriving, and 40 tons leaked away through exposure on the flats during the hot months of December and January. ⁽¹⁰³⁾ Thus the Company's share of the season's produce actually marketed was probably not more than 180-185 tons.

The proceeds from sperm whaling in 1839 were equally disappointing. The "Sarah and Elizabeth's" future employment remained uncertain almost up to the time when her repairs were completed - McLaren speaking at various times of selling her or of sending her home in accordance with the Board's instructions, or of using her as a freighter. But he decided at length to send her on a whaling cruise, partly in the hope of recovering some of the heavy outlay on her repairs (amounting at the finish to the staggering sum of 28,300), and partly because her local market value was too low to make her sale worthwhile. ⁽¹⁰⁴⁾ David McLaren junior, who inspected her in January or thereabouts, told his father candidly that she was such a derelict he doubted if he could get a crew to man her, and that if sold in Hobart she would not bring 2500. ⁽¹⁰⁵⁾ However, a crew was obtained for her and she sailed from Hobart, still under the command of Wakeling, on the 10th July, 1839. ⁽¹⁰⁶⁾ As she remained out for nearly two and a half years and was not heard from

during the first twelve months her fortunes on this voyage formed no part of the 1839 scene, and are therefore better left for discussion later on.

The proceeds of the "Guiana's" cruise arrived in time for shipment with the rest of the oil on the "Katherine Stewart Forbes". After about four months spent re-fitting and awaiting orders following her disastrous voyage in 1837-8, the "Guiana" had sailed from Sydney on the 25th October, 1838, with a new crew under a captain Dalton, who had been obtained for her by Spark. (107) In March the following year Dalton was murdered by natives at Santa Cruz in the Queen Charlotte Group and command of the vessel devolved on the chief officer, Joseph Hogg. At Ascension Island two months later Hogg recruited a man named Massey to fill the vacant position of first mate, but for some reason the two became bitter enemies. Hogg seems to have been unpopular with his men, and Massey to have been a trouble-maker, and before long the latter had the crew, including the other officers, so much under his influence that Hogg began to lose his command of the vessel. Matters came to a head when, in the course of an argument, Massey challenged Hogg to a duel and the latter ordered him into irons. The other officers, however, refused to lay hands on Massey, and although he later went into irons voluntarily Hogg's situation became untenable and in fear of his life he

put the ship about and made for port.

Thus the "Guiana's" second cruise was cut short in the same manner as her first, and she arrived at Port Adelaide in the third week of February, 1840, with her chief mate in irons, a mutinous crew, and only 81 tuns of oil to show for a voyage of sixteen months! Hogg told McLaren that if it had not been for the conduct of Massey they could have got another 500 barrels. (108)

But the Company did not get full benefit even of the 81 tuns. The "Guiana's" oil was transhipped to the "Katherine Stewart Forbes" at Adelaide, but it was badly coopered and the mistake was made of stowing it next to some wool immediately below the upper deck - the hottest part of the ship. The result was that over 20 tuns of it leaked away in transit, the Company thereby losing 20% of the expected gross proceeds, or £1,800.

Even before the news of the 1839 season reached them, the Directors' inclination of the previous year to withdraw from whaling had hardened into a firm resolve. In October Wheeler reminded McLaren of his discretionary powers in the matter and told him that in the event of his return to England "the Board would by all means abandon it." (110) It was evidently felt that if this branch had proved a failure under McLaren's guidance it was not likely to be more successful

under another's. But in the following month even this condition was removed and the Board took the initiative themselves:

"Previous despatches have so fully particularised the Directors opinions upon the 'haling' & you have been furnished with such explicit authority for withdrawing from it, that we fully expect you will have ere this released yourself from that source of anxiety & fatigue. The heavy expences, great chances of success, & low prices of Oil in the British market coupled with the evident certainty of a more profitable return from the Bank, Flocks & Herds or Land have quite confirmed the Board in their former views, & that you may not hesitate to act upon them I transcribe one of their recent resolutions: 'That the Whale Fishery be forthwith abandoned.'"(iii)

The news of the 1839 season's results of course did nothing to alter the Board's views on this head, and in the interval between their decision and the arrival of that news a further incentive to give up the struggle arose from circumstances connected with the allocation of lands. The Company's station at Resetts Head consisted of two camps divided by a rocky promontory, one being situated on the foreshore immediately under the Bluff and the other at the western end of what is now Yilke Beach. When the surveys were made (1838-9) the sections were marked out in such a way that section 1 (one) fronted on the camp at the Bluff and section 5 on the other. It was in the Company's interest, therefore, to get possession of one or both of these sections when the area was thrown open for selection in June, 1839.

But in this McLaren was disappointed, the sections falling to two parties with higher priorities in reserve than those held by the Company. Section 1 went to Governor Hindmarsh and section 5 to John Morphett. The nearest McLaren could get to the fishery was section 6, situated directly behind Morphett's land. (112) The Company's improvements at the Milke Beach camp lay between high water mark and a strip reserved for a road between Morphett's section and the foreshore, so there was no immediate danger to their property in this quarter. Section 1, however, extended to the beach itself, or near enough to include a portion of land 30' x 60' used by the Company. For their continued occupation of this Mrs. Hindmarsh demanded on behalf of her husband the modest rental of £100 a year. McLaren rejected the claim as unreasonable and a controversy ensued which ended with McLaren ordering the chief headsman to remove all Company property from section 1 and John Hindmarsh junior rather pointedly advertising a "Superior Whaling Station" to let. (113)

McLaren does not discuss the implications of these developments with the Board but they are clear enough. The failure to gain possession of the sections must automatically have reduced the value of the Company's plant and improvements since these, being confined to land reserved by the Government for ultimate public use, could not now be moved back without becoming subject to whatever charges the proprietors of the

land saw fit to make. Furthermore, ownership of sections along the waterfront at Encounter Bay carried the exclusive right of landing and of throwing out wharves. Thus if the fishery were to continue it could do so only by courtesy of the Government on the one hand and the proprietors on the other.

In spite of this, and contrary to the Board's expectations McLaren resolved to trudge through one more season. It was not because he wished to: his inclinations were all the other way. But the abandonment of sperm whaling and the Thistle Island fiasco of the previous year had resulted in such a large surplus of provisions, gear and equipment that they could not be disposed of without a heavy loss, and he believed it would be cheaper to use them than to sell them. (114) If he had known the Board's mind at the time he would probably not have taken this step, but their instructions to "abandon whaling forthwith" did not reach him until March when the agreement with Hack & Co. had been renewed and preparations were in too forward a state for him to withdraw. (115)

The 1840 season began more auspiciously than the previous one. The fisheries were organised in time and the characters of the men were better known. Two parties of three boats each were established at Encounter Bay and one at Sleaford Bay. (116) As usual the Company's boats were based on Rosetta Head, but

this year Hack & Co. moved their station to Freeman's Knob on the west side of the headland at Port Elliot.

Soon after the beginning of the season the shore stations found themselves confronted with heavy opposition. Two whaling ships from Van Diemen's Land anchored at Encounter Bay and four French and American vessels began operating along the coast between Boston and Fowler's Bay. (117) Instead of "mating" with the shore parties as the French had done in the previous year the Van Diemen's Land whalers competed with them - and with drastic effect. The newcomers were equipped with boats of an improved design which were so much faster than those of the shore parties that often when the latter were within a few fathoms of a whale the Van Diemen's Land boats would shoot past them and "fasten" before they could make a strike. (118) Although this handicap could not have been foreseen or provided against it disheartened the men and caused great dissatisfaction. (119)

One of the results of this, according to Hart, Hagen and Baker, was the wastage of provisions by the men.

"Under these circumstances, in which the men had just cause of complaint, it was found impossible to limit them to a stipulated quantity of provisions. In ordinary years this would not have been of so much consequence; but with flour at from £50 to £80 per ton and pork at £7 per barrel, the wasteful extravagance that the owners could not stop, made profit all but impossible".

The dissatisfaction coupled with the high level of wages in the Colony offered inducements to desertion and

insubordination and in such instances the two firms were unable to obtain prompt redress owing to the lack of a resident magistrate. To invoke legal proceedings it was necessary to travel fifty miles to Adelaide for a warrant and then wait until the offender was brought up, a period usually of many days. As a result, legal actions were seldom worthwhile, and many offences injurious to the fisheries had to be passed over. (121)

In spite of these troubles the season's results, considering the scale on which the fishing was conducted, were better than in any previous year; and although the total proceeds - 360 tons of oil and 13½ tons of bone (122) - were below average for the number of boats employed (123) they seem to have been about sufficient to cover costs. (124)

The agreement between Mack & Co. and the Company for 1840 appears to have been on a different basis from that of the previous year because the Company's share, as given in the Annual Report, amounted to only 130 tons of oil and 6½ tons of bone, or less than half the total proceeds. (125) No reliable explanation can be offered for this, but presumably the Company's contribution to the season's expenses was correspondingly smaller than their partners'. (126)

The Company's last bay whaling season was thus free from the mistakes and accidents which had marked the previous ones, and inasmuch as the losses from it, if any, were small

it was comparatively successful. This modest fortune, however, did not extend to the last of their sperm whalers. In July, 1839, McLaren received the encouraging news that her holds were nearly full. (127) But his informants were unreliable because when the next report reached him about a month later it was to learn that she had lately arrived in Sydney in a state of disrepair with only 28 tons, 230 gallons of oil. Remaining in Sydney long enough to run up a bill for £1,796 on this account she resumed her cruise about October and was not heard from again until the 1st February, 1842, when she arrived at Port Adelaide with a further 25 tons, 117 gallons. Thus her total "catch" for a cruise of nearly two and a half years' duration amounted to exactly 54 tons, 97 gallons! (129)

So far from recovering the heavy outlay on her repairs then, it is doubtful whether the proceeds from her "catch" did more than cover the running costs of her cruise. The first instalment of her oil was conveyed to England in the "Ellen" and sold for £2,480. (130) The second was valued by Giles for insurance purposes at £2,540, but it probably brought less than this in the market. (131)

With the sale of their ships, gear and stores the history of the Company's whaling enterprise comes to its end. None, perhaps, lamented the passing of this branch less than McLaren; for though he could not but regret the heavy losses

involved in its failure he had always regarded it as a dubious investment from the point of view of profit and objected to it, moreover, as a reflection on the high moral tone of the Company. This department, he told Wheeler, commenting on the Board's decision to withdraw, "... has been a fruitful source of anxiety, fatigue and grief to me, and of heavy loss to the Company ... It is the only part of the multifarious operations of the Company which I have had misgivings on, in a MORAL point of view. The Company is in so far identified as partners with the off-scourings of the earth, Men of the most violent, quarrelsome, profane characters, who pay no regard whatever to the Sacred obligations of the Sabbath, the greatest part of whom, during the Season, know not the recurrence of that day, and at the end of the Season, spend their earnings in the most beastly dissipation." (132)

A city-bred merchant and a lay preacher McLaren had no understanding of whaling and whalers, and no desire to acquire any. He took an interest in the department because he had to, but his unflagging efforts and deep sense of "duty" were not enough to compensate for lack of experience and enthusiasm. Responsibility for the failure of the whaling lay initially with the Board for having attempted to organise its affairs themselves. Of all the Company's activities probably none demanded closer, more constant

and more expert supervision at every level than the whaling. For whaling was a trade so specialised in all its departments and so exposed to the vagaries of fortune that no one who had not served his apprenticeship in it could reasonably expect to run even a small fishery successfully, much less an enterprise on the scale launched by the Company.

Their operations, it is true, suffered heavily from occurrences which very often could neither have been anticipated nor prevented. But the Company's fisheries and vessels, like those of any whaling concern, were bound to suffer to some extent from chance reverses - the very nature of the trade made this inevitable - and while the role of these events must be taken into consideration it is doubtful whether the end would have been greatly different even under the aegis of a kinder fortune.

The abandonment of Kingscote, the withdrawal from the whaling trade, and the disposal of the assets connected with them mark the close of what might be called "the experimental period" - the stage during which the plans and preparations made in England revealed their strengths and weaknesses and policy was re-shaped accordingly.

The activities on which the original plans and preparations centred may be classified into two broad categories: "Maritime" and "Territorial" - the former including those departments connected with whaling, sealing, fishing, boat-

building, trading and the curing of salt provisions; and the latter, those branches associated with real estate, land settlement, stock raising and banking. The period 1836-40 exhibits a gradual shift of interest and emphasis to the second of these categories, the shift being characterised by the failure, one by one, of the "maritime" ventures and, after 1838, by the deliberate concentration of capital and enterprise in the "territorial" departments.

Comparative figures in summary form for expenditure and revenue in the various "maritime" departments are unfortunately lacking and so no estimate of the losses resulting from their failure can be given. In February, 1840, Wheeler stated that the Company's total overall losses up to the last balance (November) was estimated to be at least £50,000.⁽¹³³⁾ What percentage of these losses belonged to the "maritime" branches is not known. All that can be asserted with confidence is that none of them yielded a nett profit, and some of the minor ones - seine net and trawl fishing, sealing, the curing of salt provisions, and the temperance hotel, for example - yielded no returns at all worth considering. Some notion of the scale of capital investment in these departments, however, can be gathered from the following miscellaneous estimates preserved among the Angus Papers and Company records:-

Total of costs incurred up to November, 1836 - less the cost of the Company's lands, including the four eighty-acre sections at Kingscote. (This outlay was devoted mainly to the purchase and outfit of the "Duke of York", "John Pirie" and "Lady Mary Pelham" and to expenses connected with the equipment and despatch of the first expedition	£19,513	(134)
Value of property and improvements at Kingscote in November, 1838	£25,559	(135)
Value of property and improvements at Kingscote in November, 1839	£20,181	(136)
Value of property and improvements at Kingscote in November, 1840	£18,412	(137)
Value of ships, outfits etc. in June, 1838	£31,275	(138)
Value of ships, outfits etc. in November, 1839	£29,282	(139)
Value of ships, outfits etc. in November, 1840	£26,949	(140)
Estimated total expenditure at Kingscote, including wages and unrepaid advances, up to October, 1839	£32,955	(141)
Estimated value of stores for the fisheries, buildings and provisions for servants etc., in November, 1840	£10,000	(142)

These amounts, of course, represent only a fraction of the total outlay, since, except for the second to last item, they indicate only the value of the assets involved. For such additional expenses as salaries and wages, maintenance of the ships and shore establishments, wharfage, freight,

1. By tradition the "Southern Fisheries" meant whaling grounds anywhere in the world except Greenland and the Davis Straits, which were the most ancient sources of European whale products. (H.M.F. P.211.)
2. S.A.Co. P.
3. W.E.B., P.1.
- 3a. In his first proposal for the Company Angus attempted to obtain the privilege of a monopoly in banking and whaling but without success. (F.P. P.69).
4. S.A.Co. P.
5. F.P., 8.74.
6. S.A.Co. R. First Report, Second Supplement, P.
7. S.A.Co. M. (1). P.24. Fri., 22nd Jan., 1836.
8. S.A.Co. M. (1), P.24, Fri. 22nd Jan., 1836.
9. S.A.Co. P. First Report, First Supplement (the condensed version). It is interesting to note that T. Heals, the author of "The Natural History of the Spout Whale" (Adel. Public Library) sailed as surgeon in the "Sarah and Elizabeth" in 1832 when she was on a whaling cruise in the Pacific. See also H.M.F., P.P. 210/210.
10. S.A.Co. L.B. (1) P.73, Letter of Instruction from G.F. Angus to S. Stephens; 20th Feb., 1836.
11. S.A.Co. R. First Report P.P. 15/5. S.A.Co. M. (1) P.40, 5th April, 1836.
12. S.A.Co. R. First Report P.P. 20/1.
13. S.A. Co. R. First Report P.P. 20/1.
14. S.A.Co. L.B. (1) S. Stephens to G.F. Angus; 22nd Aug., 1836. Ibid. S. Stephens to G.F. Angus; 27th Sept., 1836.
15. S.A.Co. L.B. (1) S. Stephens to G.F. Angus; 27th Sept., 1836. Ibid. S. Stephens to G.F. Angus; 19th Nov. 1836.
16. S.A.Co. L.B. (1) P.9. S. Stephens to G.F. Angus; 27th Dec., 1836.
17. L.S. Part I, P.L.B. 6/7.

18. S.A.G. & C.R., Vol. I, No. 12, Sat. 24th Feb., 1838. P.4.
19. W.E.B., P.S. Archives Group 787, I.H.H. (1837) C. Mann to R. Gouger (no date) Archives Group 787/179a. (1837) C. Mann; 8th June, 1837 Legal Opinion. Archives Group 787 (1837) J.H. Fisher; 10th June, 1837.
20. S.A.C. & C.R. Vol. I. No. 8, Sat., 11th Nov., 1838.
21. S.A.G. & C.R. Vol. I, No. 8. Sat. 11th Nov., 1837. P.R.O. Ref. CC/13. Vol. 7, P.301. Copy of a despatch from J. Hindmarsh to Lord Glenelg; 19th Nov. 1837. Also Enclosure to same despatch.
22. P.R.O. Ref. CC/13 Vol. 7, P.301. Copy of a Despatch from J. Hindmarsh to Lord Glenelg. Enclosure 6.
23. A.P. (F.S.) P.P. 361/6. J. Blenkinsop to G.F. Angas; Nov., 1837.
24. S.A.G. & C.R. Vol. I, No. 8, P.1, 11th Nov., 1837 A.P. (F.S.) P.P. 361/6. G. Blenkinsop to G.F. Angas; Nov., 1837.
25. S.A.Co. L.B. (I) P.P. 74/68. D. McLaren to E. Wheeler; 16th May, 1837. *ibid.* P.P. 90/6. D. McLaren to E. Wheeler; 23rd Sept., 1837. *ibid.* D. McLaren to E. Wheeler, 4th Nov. 1837. *ibid.* P.131. D. McLaren to E. Wheeler, 1st & 2nd Jan., 1838.
26. S.A.Co. M. (I) P.200, 8th Sept., 1837. S.A.Co. R. Second Report P.P. 20/1. S.A.Co. L.B. (I), P.P. 74/68, A. McLaren to E. Wheeler; 16th May, 1837. *ibid.* P.100. D. McLaren to E. Wheeler; 4th Nov., 1837.
27. S.A.Co. M. (I), P.176, 16th June, 1837. *ibid.* 22nd Dec., 1837. S.A.Co. R. Second Report P.17, *ibid.* Third Report, P.P. 22/3.
28. This oil, which was sent home to England in the "Rapid", formed the first export from the Colony and yielded the Company a return of \$850 after all expenses had been paid. S.A.Co. M. (I). P. 228. 24th Nov., 1838. S.A.Co. R. Second Report, P.17.
29. S.A.Co. L.B. (I) D. McLaren to E. Wheeler; 4th Nov., 1837. S.A.Co. R. Second Report, P.17, Log Book of the "Sarah and Elizabeth"; 7th May to , 1837.

30. A.P. (Q.S.) P.P. 1050/5. D. McLaren to G.F. Angas, 15th Dec., 1836.
31. S.A.Co. M. (I) P.100. 1st Oct., 1836. Originally H.M. "Swallow".
32. S.A.Co. L.B. (I).
33. S.A.Co. L.B. (I) P.P. 74/5. D. McLaren to E. Wheeler; 16th May, 1837. A "cutting in" ship is called a "whale factory" nowadays.
34. S.A.Co. R. Second Report, P.18. S.A.Co. L.B. (I) P.P. 90/5. D. McLaren to E. Wheeler; 23rd Sept., 1837.
- 34a. A.P. (Q.S.) P.P. 1060/7. D. McLaren to G.F. Angas, 5th Jan., 1837.
35. These figures are approximate only.
36. In bay whaling a "party" was a complete unit consisting normally of three boats, for each of which were provided a headsman, a boat-steerer and not less than four pulling hands. Also attached to the party were a cooper, a cook, a steward and three or four spare pulling hands.
37. S.A. Vol. V, No. 275. P.P. 3/4. 4th Jan., 1842. Report on Whaling (Transactions of the Statistical Society).
38. £25-£35 per tun of oil and £100 per ton of bone. W.E.B. P.9)
39. S.A.Co. R. Second Report P.P. 19 & 26, *ibid.* P.25, S.A. Co. L.B. PP. 348/9. D. McLaren to James Wakeling; 14th Feb., 1836, *ibid.* D. McLaren to E. Wheeler; 15th Feb, 1838. No estimate of the total amount of loss incurred in the 1837 season is possible owing to lack of information.
40. S.A.Co. L.B. (I) P.131, D. McLaren to E. Wheeler, 1st, 2nd Jan. 1836.
41. S.A.Co. M.D. D. McLaren to E. Wheeler, 4th Apr., 1838.
42. McFarlane had succeeded Alexander Allan as captain of the "South Australian" after the latter's death in September, 1837. S.A.Co. L.B. (I). D. McLaren to E. Wheeler; 4th Nov. 1837, 4th Nov. 1837, and had distinguished himself by his coolness and seamanship at the time of the vessel's stranding.

43. S.A.Co. L.B. (I) P.131, D. McLaren to E. Wheeler; 1st and 2nd Jan., 1838. *ibid.* P.346. D. McLaren to C. Bailey; 16th Jan., 1838. *ibid.* P.136. D. McLaren to E. Wheeler; 15th Feb., 1838.
44. S.A. Vol. V, No. 275, 4th Jan., 1842, P.P. 3/4, Report on Whaling (Transactions of the Statistical Society).
45. S.A.Co. L.B. (I) P. 360. D. McLaren to George Hubbard; 27th Feb., 1838.
46. S.A.Co. L.B. (I) P.P. 355/6 D. McLaren to G.B.T. McFarlane, 20th Feb., 1838, L.S. P.P. 7/8; 1/4; 11.
47. S.A.Co. M.D. D. McLaren to E. Wheeler; 4th Apr., 1838. L.S. P.P. 4/5.
48. L.S. P.P. 1: 4: 7; 8; 11.
49. S.A.Co. R. Third Report, P.26.
50. S.A.Co. M.D. D. McLaren to E. Wheeler; 15th Sept., 1838, S.A.Co. L.B. (I) P.P. 51/6. D. McLaren to E. Wheeler, 21st Aug., 1838.
51. S.A. Co. L.B. (I) P.391. W. Giles to D. McLaren; 14th August, 1838. *ibid.* P.397, W. Giles to Harper; 19th September, 1838.
52. As in most years the various authorities disagree as to the exact amounts of oil taken by the fisheries. In September, 1838, McLaren states that Encounter Bay had taken 150 tuns of oil and Thistle Island 60-62 tuns (S.A.Co. M.D. D. McLaren to E. Wheeler; 15th Sept., 1838), making a total of 210-212. Three days later he said Encounter Bay was reported to have taken 155 tuns (S.A.Co. M.D. D. McLaren to E. Wheeler; 16th Sept., 1838). Hart, Hagen and Baker report 150 and 65 tuns respectively (S.A. Vol. V, No. 275, P.3. 4th Jan., 1842. Report on Whaling - Transactions of the Statistical Society) - a total of 215 tuns. The Annual Report states 150 and 63 tuns (S.A.Co. R. Third Report P.P. 25/6) - a total of 213 tuns. And in the following year McLaren told Lipson that the total proceeds from the two fisheries in 1838 had been 230 tuns! (S.A.Co. L.B. (III), P.108. D. McLaren to Capt. Lipson, 8th July., 1839). The Thistle Island catch is elsewhere reported to have been 60 tuns, 62 tuns, and 60 tuns (AP-F.S. P.P. 448/455. G. Martin to G.F. Angas, 13th Oct. 1838. S.A.Co. L.B. (II) P.395. W. Giles to D. McLaren; 7th Sept., 1838. S.A.Co.L.B. (I) P. 419. D. McLaren to E. Wheeler; 8th Oct. 1838).

52 (contd.).

The figures given for the quantities of bone taken are equally conflicting. The proceeds from the two fisheries as given by me, therefore, form an approximation only, being based on what are thought to be the most reliable sources.

53. S.A.Co. M.D. D. McLaren to E. Wheeler; 7th June, 1838. S.A.Co. L.B. (I) P.384. D. McLaren to J.McFarlane, 17th Jul., 1838. *ibid* D. McLaren to Harper, 19th Jul., 1838. *ibid* D. McLaren to Ed. Stephens; 19th July, 1838.
54. S.A.Co. L.B. (I) P.395, W. Giles to D. McLaren; 7th Sept., 1838. S.A.Co. M.D. D. McLaren to E. Wheeler; 15th Sept., 1838.
55. S.A.Co. L.B. (I) P.384, D. McLaren to T.B. McFarlane; 17th Jul., 1838.
56. S.A.Co. L.B. (I) P.384. W. Giles to D. McLaren; 7th Sept., 1838. S.A.Co.M.D. D. McLaren to E. Wheeler; 18th Sept., 1838.
57. S.A.G. & C.R. Vol. I, No. 35, P.3, 22nd Sept., 1838.
58. S.A.Co. L.B. (I) P.415, D. McLaren to E. Wheeler, 4th Oct., 1838. S.A.Co. L.B. (A) P.P. 65/71. E. Wheeler to D. McLaren, 1st Apr., 1839.
59. S.A.Co. L.B. (A) P.P. 115/124, E. Wheeler to D. McLaren, 6th June, 1839.
60. S.A.Co. L.B. Agreement with Captain Robert Long, of the "Goshawk"; 24th Jul., 1838.
61. S.A.Co. L.B. (I) P.P. 51/6. D. McLaren to E. Wheeler; 21st Aug., 1838. A.P. (F.S.) P.P. 448/455. G. Martin to G.F. Angas; 15th Oct., 1838 (Sydney). S.A. Vol. V No. 275, P.P. 3/4, 4th Jan., 1842. Report on Whaling. (Transactions of the Statistical Society.)
62. S.A.Co. L.B. (I) P.P. 90/5. D. McLaren to E. Wheeler; 21st Aug., 1838.
63. S.A.Co. R. Second Report, P.18.
64. S.A.Co. R. Third Report, P.24, S.A.G. & C.R. Vol. I, No.31, 25th Aug., 1838. S.A.Co. LB (I) P.46. D. McLaren to A.B. Spark; 20th Aug., 1838, *ibid*, P.P. 51/6, D. McLaren to E. Wheeler; 21st Aug., 1838.

65. S.A.Co. R. Second Report, P.P. 22/4, *ibid*, Third Report, P.)
66. S.A.Co. L.B. (I) P.P. 348/9. D. McLaren to James Wakeling, 14th Feb., 1838, *ibid*. D. McLaren to E. Wheeler, 15th Feb., 1838.
67. S.A.Co. M.D. P.287. D. McLaren to E. Wheeler; (22nd May, 1838.)
68. S.A.Co. M.D. D. McLaren to E. Wheeler; 15th Sept. 1838
69. A.P. (F.S.) P.P. 448/455. G. Martin to C.F. Angas; 13th Oct., 1838.
70. S.A.Co. L.B. (I) P.P. 95/109. D. McLaren to E. Wheeler; 4th Nov., 1837.
71. S.P. (F.S.) P.P. 448/455. G. Martin to C.F. Angas; 13th Oct., 1838 (Sydney)
72. S.A.Co. L.B. (I) P.P. 95/109. D. McLaren to E. Wheeler, 4th Nov., 1837. S.A.Co. M.D. D. McLaren to E. Wheeler; 23rd Dec., 1837. S.A.Co. L.B. (I) P.P. 130/1. D. McLaren to E. Wheeler 1st - 2nd Jan., 1838. *ibid*. P.136. D. McLaren to E. Wheeler; 15th Feb., 1838. S.A.Co. M.D. D. McLaren to E. Wheeler; 4th Apr., 1838.
73. S.A.Co. L.B. (I) P.P. 95/109 D. McLaren to E. Wheeler; 4th Nov., 1837.
74. Not to be confused with Alexander Allan of the "South Australian".
75. S.A.Co. L.O. E. Wheeler to D. McLaren; 8th May, 1838. S.A.Co. M. (I) P.287. 11th May, 1838.
76. S.A.Co. M.D. D. McLaren to E. Wheeler; 18th Sept., 1838.
77. S.A.Co. L.O. (I) P.P. 408/410. D. McLaren to E. Wheeler; 4th Oct., 1838. *ibid*. P.P. 438/9. D. McLaren to E. Wheeler; 19th Oct., 1838.
78. S.A. Vol. V, No. 275, P.P. 3/4, 4th Jan., 1842. Report on Whaling (transactions of the Statistical Society).
79. S.A.Co. L.O. E. Wheeler to D. McLaren, 12th Nov., 1838.
80. S.A.Co. L.B. (I) P.128. D. McLaren to E. Wheeler; 15th Dec., 1837, *ibid*. P.320/3 D. McLaren to Ed. Stephens; 1st Dec., 1837. *ibid*. P.144. D. McLaren to E. Wheeler;

80. (contd.)
 21st Feb., 1838 Ibid. P.P. 757/8. D. McLaren to Ed. Stephens; 20th Feb., 1838. S.A.Co. L.B. (II) P.P. 1/10. D. McLaren to E. Wheeler; 28th June, 1838.
81. S.A.Co. L.O. E. Wheeler to D. McLaren; 19th Nov. 1838.
82. S.A.Co. M. (I) P. 346, 2nd Nov., 1838. S.A.Co. L.O. E. Wheeler to D. McLaren; 12th Nov., 1838.
83. S.A.Co. L.O. E. Wheeler to D. McLaren; 12th Nov., 1838.
84. S.A.Co. L.B. (A). P.P. 65/71. E. Wheeler to D. McLaren; 1st Apr., 1839.
85. S.A.Co. L.B. (II) P.P. 147/8. D. McLaren To E. Wheeler; 21st Dec., 1838.
86. S.A.Vol. V. No. 275, P.P. 3/4. 4th Jan., 1842. Report on Whaling (Transactions of the Statistical Society).
87. S.A.Co. L.B. (II) P.77. D. McLaren to Messrs. J. & S. Hack, 17th Sept. 1838. Terms of Agreement suggested by Messrs. Hack and accepted by D. McLaren on behalf of the South Australian Company.
88. S.A.Co. M.D. D. McLaren to E. Wheeler; 15th Sept., 1838.
89. The Encounter Bay area was first surveyed by Boyle Travers Finnis early in 1838, the section map being completed in April that year. It was found, however, to be unsatisfactory and a new survey had to be made. This was carried out by a party of settlers under _____ and was apparently completed about April or May the following year, because the area was thrown open for Preliminary holders in June. This second survey was radically different from the first one, both in its general layout and in the shape and situation of the sections. See Archives Group C234 (original survey); Archives Vol. 1324/44 (final survey); F.B. P.
90. S.A.Co. L.B. (III) P.P. 102/6 D. McLaren to E. Wheeler; 2nd Jul., 1839. Archives Group 449/3.
91. S.A. Vol. V. No. 275. P.P. 3/4. 4th June 1842. Report on Whaling (Transactions of the Statistical Society)
 S.A.Co. L.B. (II) P.P. 208/221. D. McLaren to E. Wheeler 9th Apr., 1839.)
92. S.A.Co. L.B. (III) P.P. 21/2. D. McLaren to E. Wheeler; 25th Apr., 1839, S.A. Vol. II No. 52, P.3. 29th May, 1839. S.A.Vol. V No. 275, P.P. 3/4, 4th Jan., 1842. Report on Whaling. (Transactions of the Statistical Society.)

93. S.A. Vol. V, No. 275. P.P. 3/4. 4th Jan., 1842. Report on Whaling (Transactions of the Statistical Society).
94. S.A. Co. L.B. (I) P.P. 95/109. D. McLaren to E. Wheeler, 4th Nov., 1837.
95. S.A. Co. L.B. (III) P.P. 55/51. D. McLaren to E. Wheeler; 11th May, 1839. *ibid.* P.P. 56/51. D. McLaren to E. Wheeler; 8th June, 1839. *ibid.* P.P. 82/95. D. McLaren to E. Wheeler; 27th June, 1839. *ibid.* D. McLaren to E. Wheeler; 18th July, 1839. *ibid.* P.P. 126/142. D. McLaren to E. Wheeler; 3rd Aug., 1839. S.A. Vol. II, No. 60, P.2, 24th Jul., 1839.
96. S.A. Co. L.B. (III) P.P. 136/142. D. McLaren to E. Wheeler; 3rd August, 1839.
97. S.A. Co. L.B. (III) P.P. 192/6. D. McLaren to E. Wheeler; 31st Sept., 1839. S.A. Vol. I No. 275. P.P. 3/4 4th Jan., 1842. Report on Whaling (Transactions of the Statistical Society).
98. S.A. Co. L.B. (III) D. McLaren to E. Wheeler; 18th Jul., 1839, *ibid.* P.P. 136/142. D. McLaren to E. Wheeler, 3rd Aug., 1839. *ibid.* P.P. 192/6. D. McLaren to E. Wheeler; 31st Sept., 1839. S.A. Vol. V, No. 275, P.P. 3/4. Report on Whaling. (Transactions of the Statistical Society).
99. S.A. Co. L.B. (III) P.P. 136/142. D. McLaren to E. Wheeler; 3rd Aug., 1839. *ibid.* P.P. 174/6. D. McLaren to E. Wheeler; 31st Aug., 1839. S.A. Co. L.B. Vol. II, No. 84. P.P. 4/5. 31st Aug., 1839. S.A. Vol. V, No. 275. P.P. 3/4. 4th Jan., 1842. Report on Whaling. (Transactions of the Statistical Society.)
100. S.A. Co. L.B. (III) P.P. 192/6. D. McLaren to E. Wheeler; 31st Sept., 1839.
101. S.A. Co. L.B. (III) P.P. 192/6. D. McLaren to E. Wheeler; 31st Sept., 1839. *ibid.* P.P. 346/361. D. McLaren to E. Wheeler; 28th Dec., 1839.
102. The quantity of "black oil" shipped by the Company on the "K.S. Forbes" is stated by McLaren to have been 152 tons, 203½ gallons. (S.A. Co. L.B. (III), P.482. D. McLaren to E. Wheeler, 4th Apr., 1840). To this must be added 30 tons which was sold in the Colony and about twenty tons lost by leakage prior to shipment (S.A. Co. L.B. (III) P.P. 426/440. D. McLaren to E. Wheeler; 25th Feb., 1840), making a total 202 tons - say 200. If this estimate is correct it means that the total catch for

102. (contd.)

the season that have been about 494 tons of oil and 10 tons of bone. McLaren forecast a season's total of 400 tons in September. (S.A.Co. L.B. (III) P.A. 192/3. D. McLaren to E. Wheeler; 31st Sept. 1839).

103. S.A.Co. L.B. (III) P.A. 423/430. D. McLaren to E. Wheeler; 25th Feb., 1840. S.A.Val. V No. 275. P. 3 4th Jan. 1840. Report on Whaling (Transactions of the Statistical Society). A scuba by the partners to obtain compensation for the delay and leakage was lost owing to the error made in giving the captain instead of the owner. S.F.B., P.11.

104. S.A.Co. L.B. (III) P.A. 138/140. D. McLaren to E. Wheeler; 3rd Aug., 1839.

105. S.A.Co. L.B. (II) P.A. 188/3. D. McLaren to E. Wheeler; 2nd Feb., 1839.

106. S.A.Co. L.B. (III) P.A. 138/142. D. McLaren to E. Wheeler; 3rd Aug., 1839.

107. S.A.Co. L.B. (IV) P.A. 406/410. D. McLaren to E. Wheeler; 6th Dec., 1838. Ibid. P.A. 430/3. D. McLaren to E. Wheeler; 19th Oct., 1838. McLaren had intended to give the new superintendent, Allen, command of the "Odians" as compensation for having engaged Hart as superintendent. This plan, however, was defeated by the discovery that Allen could not be trusted. In a letter to G.F. Angus (A.P. (P.L.) P.A. 442/450 - dated 13th - 27th Oct., 1838, D. McLaren gives the sailing date of the Odians as the 27th October. The date given above is that appearing in the 4th Annual Report.

108. S.A.Co. L.B. (III) P.A. 436/440. D. McLaren to E. Wheeler; 25th Feb., 1840. Ibid. P. 432. D. McLaren to E. Wheeler; 4th Apr., 1840. S.A.Co. L.B. (A) P.A. 410/430. E. Wheeler to D. McLaren; 18th Oct., 1840.

109. S.A.Co. L.B. (A) P.A. 413/430. E. Wheeler to D. McLaren; 18th Oct., 1840. S.A.Co. R. Fifth Report.

110. S.A.Co. L.B. (A) P.A. 399/411. E. Wheeler to D. McLaren; 18th Oct., 1839.

111. S.A.Co. L.B. (A) P.A. 373/343. E. Wheeler to D. McLaren; 18th Oct., 1839. See also S.A.Co. L.B. (A), P. 64. E. Wheeler to D. McLaren 31st Jan., 1840.

112. S.A.Co. L.B. (III) P.P. 32/6, D. McLaren to E. Wheeler; 8th June, 1839. Archives Group 449/3. Archives Vol. 1324/44.
113. S.A.Co. L.B. (III) P.P. 304/5. D. McLaren to Mrs. Hindmarsh, 20th Nov., 1839. *ibid.* P.P. 311/2. D. McLaren to Mrs. Hindmarsh; 23rd Nov., 1839. *ibid.* P.324. A. Watts (for D. McLaren) to Mr. Thomas, Superintendent Encounter Bay Fishery; 5th Dec., 1839. S.A.G. & C.F. Vol. II, No. 27, P.3, 30th Nov., 1839.
114. S.A.Co. L.B. (III) P.P. 346/361. D. McLaren to E. Wheeler; 28th Dec., 1839, *ibid.* P.P. 459/475. D. McLaren to E. Wheeler; 19th Mar., 1840. *ibid.* P.P. 514/523. D. McLaren to E. Wheeler; 25th Apr., 1840. S.A.Co. L.B. (IV) P.P. 90/8, D. McLaren to E. Wheeler; 28th Nov., 1840.
115. S.A.Co. L.B. (III) P.P. 450/475. D. McLaren to E. Wheeler, 19th Mar., 1840.
116. It is not known how many boats were stationed at Slesford Bay, but as their "catch" was only about half that of the Encounter Bay parties, it was probably a three or four boat fishery.
117. S.A.Co. L.B. (III) P.P. 527/532. D. McLaren to E. Wheeler; 4th May, 1840. S.A. Vol. V, No. 275, P.3. 4th Jan., 1840. Report on Whaling (Transactions of the Statistical Society).
118. According to law a whale belonged always to the first party that succeeded in fastening to it, providing the line held until the whale was dead. (III, Vic. 2 for the Regulation and Protection of the Whale Fisheries).
119. S.A. Vol. V, No. 275, P.3. 4th Jan., 1842.
120. S.A. Vol. V, No. 275, P.3, 4th Jan., 1842. Report on Whaling. (Transactions of the Statistical Society.)
121. S.A. Vol. V, No. 275, P.3, 4th January, 1840. Report on Whaling (Transactions of the Statistical Society.)
122. The Statistical Record (Archives, Vol. 74) 1840 states that the "catch" was 360 tons and 15 tons).
123. A "catch" of 150 tons of oil and 7 1/2 tons of bone was considered average for a three-boat fishery (P.F. G.S. Vol. XXII, P.24, Table A. Presidential Address: Simpson Newland).

124. S.A.Co. L.B. (IV) P.P. 90/106. D. McLaren to E. Wheeler; 28th Nov., 1840. In their Report, Hart, Hagen and Baker give the proceeds of the Encounter and Sleaford Bay parties as 237 and 115 tons respectively, making a total of 350 tons. In the Company records, however, the "catch" is twice mentioned as having been 360 tons, 115 of which were taken by Sleaford Bay. So the Company's records were correct - which is more than likely, the Encounter Bay fisheries must have taken 247 tons S.A.Co. L.B. (IV) P.P. 109/112. D. McLaren to E. Wheeler, 6th Jan., 1841. S.A.Co. L.B. (A) P.518, E. Wheeler to D. McLaren; 15th Jul., 1841. S.A.Co. L.B. (IV) P.P. 81/90. D. McLaren to E. Wheeler; 11th Nov., 1840.
125. S.A.Co.R. Fifth Report.
126. No losses from leakage or other causes are recorded. The quantity of oil actually landed in England, and representing the combined "catch" of both houses, was 284 tons, 328 gallons - the remainder having been disposed of before arrival. S.A.Co. L.B. (A) P.P. 467/493. E. Wheeler to D. McLaren, 5th May, 1841.
127. S.A.Co. L.B. (IV) P.P. 23/34. D. McLaren to E. Wheeler, 17th Jul., 1839.
128. S.A.Co. L.B. (III) P.572. D. McLaren to Capt. Wakeling; 4th Sept., 1840.
129. S.A.Co. L.B. (III) P.P. 81/90 D. McLaren to E. Wheeler, 11th Nov., 1840, S.A.Co. L.B. (IV) P.P. 220/5. W. Giles to D. McLaren, 27th Jan., 1842, *ibid.* W. Giles to D. McLaren, 28th Feb., 1842.
130. S.A.Co. R. Fifth Report.
131. S.A.Co. L.B. (IV) W. Giles to D. McLaren; 28th Feb., 1842.
132. S.A.Co. L.R. (III) P.P. 459/475. D. McLaren to E. Wheeler; 19th Mar., 1840.
133. S.A.Co. L.B. (A) P.P. 310/2. E. Wheeler to D. McLaren; 20th Feb., 1840.
134. A.P. (S.A.Co.) P.P. 363/4.
135. S.A.Co. K. (B) Inventory of Property, 1838.
136. S.A.Co. L.B. (III) P.P. 346/361. D. McLaren to E. Wheeler; 28th Dec., 1839.

137. S.A.Co. L.B. (IV) P.P. 90/106 D. McLaren to E. Wheeler,
28th Nov., 1840.
138. A.P. (S.A.Co.) P.673, 29th June, 1838.
139. S.A.Co. L.B. (III) P.P. 346/361. D. McLaren to E. Wheeler,
28th Dec., 1839.
140. S.A.Co. L.B. (IV) P.P. 90/106. D. McLaren to E. Wheeler,
28th Nov., 1840.
141. S.A.Co. L.B. (III) P.P. 207/218. D. McLaren to E. Wheeler,
4th Oct., 1839.
142. A.P. (S.A.Co.) P.217. Copy of a letter from E. Wheeler to
R. Currie; 2nd Nov., 1840.

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demurrage, insurance etc., practically no useful estimates can be found, but it is obvious that they must have amounted to many thousands of pounds. It is known, for instance, that the wages bill for Kingscote alone, up to October, 1839, totalled £10,401. (143)

The failure of the enterprises connected with Kingscote and the whaling inflicted heavy and permanent injuries on the Company for although some of the capital invested in them was able to be recovered by the sale of assets and reinvested the effect had been to deprive the other branches of much-needed funds in the critical first few years of the Colony's foundation.

The Company never reached the level of prosperity and influence in South Australia foreshadowed for it by its founders and in accounting for this no small degree of prominence belongs to the false start made in what have been called the "maritime branches."

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CHAPTER VII

THE PORT.

"That Measure (the construction of the road to the New Port) is calculated to place the Company in the position which it is so desirable they should occupy - as pre-eminently the Benefactors of the Colony."

D. McLAREN.

Considering the wide range of the Company's activities it was natural that the location and development of the principal seaport should have formed subjects of early and abiding interest to them. Their stake in the Colony was a large one, and anything affecting its economy for better or worse was bound in some way to touch upon or influence their own transactions. Hence the choice of a site for the chief entrepot for maritime trade with the world's markets, the facilities offered by it for the accommodation and repair of shipping, the handling and storage of cargoes, etc., and the means of communication between it and centres throughout the Province were matters which could not fail to be of immediate concern to them.

But their interest in the Port was stimulated also by another consideration. Port Adelaide, or Jones' Harbour, as it was earlier known, was the only safe, all-weather harbour on the east coast of St. Vincent's Gulf. Providing, then, that the location chosen by Light for the capital was not altered - say to Encounter Bay or the Murray mouth as Hindmarsh and his faction at first advocated - it followed that Port Adelaide must become the only important point of exit and entrance for the Colony's overseas trade. And

when the rival claims of Victor Harbour, Port Lincoln, the Murray mouth and other harbours both actual and supposed on the south coast had been discredited, the future pre-eminence of the Port was even further assured. From these circumstances it was clear that any individual or group who could succeed in gaining a proprietary interest in the land and installations at the Port would be in a position to tap one of the main arteries of the Colony's wealth.

McLaren, like Stephens before him, was quick to see that Port Adelaide offered a promising and appropriate field of investment for the Company, who, with their large resources of capital and strong influence with the governing authorities, were not only well equipped for such an undertaking but capable of holding their own against the activities and claims of rival interests. He therefore set himself the task of making the Port a province of the Company's affairs.

There is no evidence to suggest that when he embarked on the enterprise he did so with a fixed intention of securing for his principals a monopoly of this source of profit. So much uncertainty attached at first to such questions as the choice of a site for the future harbour and the means of lands disposal and development to be adopted that any long range planning was for some time impracticable. In fact, until the early part of 1839 he was limited by a general framework of circumstances to the comparatively modest aim of securing well situated premises. Eventually, however, as

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opportunities occurred, or could be engineered, he managed by various means - some of which do not reflect much credit on him - to manoeuvre the Company into a position of unrivalled supremacy. By the time he was ready to leave for England in January, 1841, the Company were proprietors, among other things, of nearly all the best land in the vicinity of harbour as it then was, of the only source of fresh water in the neighbourhood, of the first, and at that time the only, wharf for the accommodation of ocean-going vessels, and of the largest warehouse and store-sheds - all situated at or near the terminus of the only roadway connecting Adelaide with the New Port and valued collectively at between £30,000 and £40,000.

The following pages form a record of the Company's role in the establishment of the Port, and of the means by which they achieved their mastery of it.

It is clear, both from the wording of their letter of instructions to the Surveyor General and from the text of the regulations for the disposal of lands, that the Colonisation Commissioners took it more or less for granted that the capital city would be located at, or very near, the chief seaport of the Province, and this assumption appears also to have been shared by a very large proportion of the colonisers and settlers. The Commissioners, it is true, did not

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publicly assert that the metropolis would be so situated, nor did they enjoin it upon the Surveyor General as an essential condition in his choice of a site - although "a commodious harbour, safe and accessible at all seasons of the year" ranked first among the features he was asked to bear in mind when reaching his decision.¹

The reports of Flinders, Peron, Freycinet, Sturt, Barker, Jones and others, on the merits of harbours visited by them in the Colony varied, and in some particulars actually conflicted. Taken on the whole, however, the existing information gave ground for hope that at least one of the known shelters would prove eligible as a site for the capital, even at the sacrifice of certain other less desirable advantages. In any case, as none of the explorers could be said to have examined the whole coastline of the Colony minutely, there was still a possibility that other harbours remained to be discovered; and bearing in mind the reported superiority of the land east of the Gulf of St. Vincent and the value of a situation close to the Murray mouth, the Commissioners advised Light to give this locality his closest attention. Beyond this and other general recommendations the Board did not venture to go, but very wisely (and very fortunately, as it transpired) they left the final decision as to the proper site of the "first town" to the sole discretion of their Surveyor General.

But that Adelaide itself would be the chief seaport of

the Colony, or at all events a seaport with the quays, dockyards and warehouses etc. within easy walking distance of its centre, few appear to have doubted, and in view of the dissention which later arose over the situation actually chosen for the city it is a matter for some regret that the Commissioners failed to sound a note of warning by stressing at the outset the fact that a littoral situation for the first town could not be guaranteed and that the Surveyor General was under no obligation to choose one. As it was, Light's choice of a site some six or seven miles distant from the harbour was greeted at first by many, including the Commissioners themselves, with mingled disappointment, annoyance and alarm, which found expression among certain interested parties in the Colony in acrimonious attacks on Light and the Resident Commissioner and even in organised resistance to their measures.

Hurried though his investigations necessarily were, Light was soon convinced of the correctness of the Commissioners' surmise that the country to the east of the St. Vincent was the most suitable in which to plant the first settlement, and when the dangerous nature of the seaward approaches and harbours of the south coast had been established, his search was narrowed down still further to the strip of land between Cape Jervis and the head of the Gulf. An examination of Rapid, Finnis and Second Valleys and the Yankalilla plain satisfied him that the east coast

region would be the most eligible for the first settlement if a safe harbour could be found. Jones' Harbour was investigated and to his infinite relief and delight he found that it contained a channel some four to five fathoms deep and several miles in length, terminating within two miles of some fresh water lagoons.

With this discovery his mind was virtually made up, and on the following day, the 22nd November, 1836, he wrote to the Commissioners telling them that although his duty obliged him to look at other places first, yet he was certain that he would only be wasting time; that he had found a harbour "more extensive, safer, and more beautiful" than could ever have been hoped for. (2)

The harbour was extensive and safe, but not particularly beautiful. Light was evidently so overjoyed at the discovery of a harbour that in the moment of exultation even its dreary border land of claypans, sand dunes and mangrove swamps could seem beautiful. On examination the land was found to be generally low-lying, of inferior quality, subject in places to tidal inundation, and worst of all, deficient in fresh water. These disadvantages, as he pointed out, were not by any means fatal to its capacities as a port, and in the course of time could mostly be overcome. But in its existing state he did not regard the harbour as a fit place for the first town, and after examining the land

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between the estuary and the hills he decided to locate the capital on its present site.

This decision caused a certain amount of surprise, and, among the commercial element of the colonists, more than a little dismay. However, the results of a vote taken later on at a meeting of land owners held to consider the suitability of the site reveal that Light's antagonists on this head were powerful not so much in their numerical strength as in their share of the votes and in their influence with the governing authorities. Of the 137 votes counted against Light at this meeting no fewer than 110 were cast by Edward Stephens on behalf of the South Australian Company, while the remaining 27 votes were cast by only four other individuals. In fact, the hard core of resistance to Light and his party at this time appears to have consisted of only a dozen or so persons at the most. Including as they did, however, such men as George Stevenson, the brothers Samuel and Edward Stephens, Bewes Strangways, Thomas Lipson, George Barnes, Bingham Hutchinson, the Governor himself and their several hangers-on the malcontents were capable of exercising a measure of influence out of all proportion to their number; and although they later lost the powerful support of the Company, they continued, until the last hope of an alternative site was set at rest, to agitate, intrigue among themselves, and

attack Light and his supporters at every opportunity - aided in this worthy enterprise by the scurrilous pen of the tattle tale editor of the "Gazette".

First and foremost among Light's opponents was Samuel Stephens who, as Finnis remarked, had expected the capital to be located at a spot where a navigable harbour would reach the Company's premises "in conjunction with abundance of rich land and fresh water". (3) Precisely where he thought the town should be placed so that these advantages might be enjoyed is not clear; for beyond denouncing Light in one of his letters and asserting that the Company should take up land "where the capital ought to be" he expresses no preference and does not appear to have had any other locality definitely in mind - unless it was Encounter Bay which, in his wisdom, he deemed a safe harbour. His earlier opposition to Light was obviously based on his own ignorance; because when he wrote to the Board in November complaining of the Surveyor General's choice he himself had not yet laid eyes on the site of Adelaide and was still misinformed enough to suppose that Holdfast Bay and Jones' Harbour were one and the same place. Later on, however, if the activities of his brother are any indication, he seems to have approved of the Port inlet as a harbour and thrown his weight behind the movement to have the site of the capital transferred there, or thereabouts.

Although Sam Stephens, as Colonial Manager, must have formed, or at all events sanctioned, the Company's earlier policy in relation to the site of Adelaide, he himself does not figure largely in the negotiations; partly, no doubt, because he was too busily occupied at Kingscote, and partly because the other members of the faction hated him so cordially that there could be no intercourse or co-operation with them. Hindmarsh and Stevenson would not even speak to him except through a third party; and so Edward, his brother, who was stationed in Adelaide as cashier of the Bank, acted as his deputy.

Apart from efforts by Sam Stephens to spread dissatisfaction among the settlers as they arrived Light appears, for a month or so after his decision, to have been more or less free from interference or criticism. With the arrival of the vice regal party, however, the discontented element found useful advocates and allies in Hindmarsh and his secretary, the captious and vindictive Stevenson.

Hindmarsh, as he himself admitted, came to the Colony already prejudiced in favour of Port Lincoln, and being a professional sailor he was pre-disposed to accept the view that in whatever locality the capital was placed it should be situated at, or in close proximity to, its main harbour. At first, as Dr. Price remarks, his behaviour was curiously inconsistent. For a while he seems to have been torn between deference for the views of his old comrade,

Light, and the dictates of his own inclinations, reinforced as these were by the views of the Surveyor General's antagonists. On their arrival both Hindmarsh and Stevenson were prepared to give Light's choice something like qualified approval, but it was not long before their view of the matter began to change. By mid-February the Governor had identified himself with the opposing faction, and although he continued for some time to sustain a pretence of impartiality his actions left no doubt as to the complexion of his views.

The full history of the quarrel over the site of Adelaide need not concern us here except in one of its ramifications, namely, the movement to obtain a special survey of the Port.

The hopes and activities of the dissenting party continued for some time to fluctuate with every rumour and false report ascribing safe anchorage to harbours elsewhere in the Colony. Victor Harbour and the elusive Murray mouth in particular enjoyed a vogue for a while, and abortive attempts were occasionally made to prove the eligibility of both places. Light was constantly hindered in his survey of the city, and at least one overt effort was made to arouse public opinion against him. In the meantime, however, as the Surveyor General seemed adamant in his refusal to consider an alternative site and as the survey of the town acres was in progress, Hindmarsh, at the instigation

mainly, it seems, of Edward Stephens, Shingways and a few others, began to press for a survey of sections at the Port, so that Preliminary purchasers might select there, if they wished, in preference to Adelaide. Early in February he wrote to Light pointing out that "as mercantile people think proximity to a Port the one great thing needful" he would oblige them by surveying 500 acres "at the best landing place on the harbour", adding that these sections might be made part of, or additional to, the 1,000 acres which were to be thrown open for selection at the first town⁽⁴⁾. Light did not reject this proposal out of hand although he could see very little wisdom in it. He realised, as the Governor and his party apparently did not, that the present landing place was not "the best", and that the best locations, from the point of view of soundings close inshore, manoeuvring space, freedom from tidal inundation, and so on, lay in places where heavy outlays of capital would be necessary for their development. So whether he surveyed at "the best landing place on the harbour" or at the existing one it was unlikely to please the selectors. However he consented to think the matter over and told Hindmarsh that he might lay out 200 or 300 sections.⁽⁵⁾

But this promise was too vague to satisfy the Governor, and he wrote again to Light threatening him with reprisal unless he did as he was asked.

"It is unquestionable that the mercantile part of our community calculated upon having these Town Acres near a landing place, and not at such a distance from it as involves an expense of greater magnitude to get their goods from that landing place to their store than twice the freight from England.....All I can say, and all I have said, is that I will never consent to the capital being placed where you are now unless a sufficiency of land be surveyed near the Harbour, so that those who have had taste enough to prefer mangrove swamps to good land may at least do so if they please."(6)

Hindmarsh at this time was labouring under an exaggerated and rather confused notion of his own powers and until he was disabused of it by sharp rebukes both from the Commissioners and the Colonial Office he continued to suppose that, as Crown representative, he was entitled, if he deemed it in the public interest, to meddle in affairs specifically entrusted to Commission officials. Actually, his realm of authority was extremely limited, and in matters relating to the survey and disposal of lands his capacity, insofar as he had any, was purely an advisory one. Light was instructed to consult with the Governor, but he was under no obligation to heed his advice. The only persons legally competent to confer or withhold sanction on the acts of either of Light or Fisher were the Board of Commissioners.(7) Hence by interfering as he was Hindmarsh was simply exceeding his commission.

But apart from these considerations the Governor's proposals, as he very well knew, could not be adopted without a departure from the Land Regulations. In his

first note to Light, he suggested that the Port should be surveyed and marked out into 500 one-acre sections which should either form half of the 1,000 town acres or be in addition to them. In another letter, in which he apprehends "a legal objection" to this he recommended to Light that he survey 1,000 acres in Adelaide and "any number he pleased" at the Port⁽⁸⁾. But there was "a legal objection" to both these expedients, in that neither could be adopted without a wide departure from both the spirit and letter of the Commissioners' Regulations. The Surveyor General was not at liberty to survey "any number he pleased" beyond the 1,000 town acres, nor could he be justified on any but the most devious interpretation of his instructions in splitting the first town into two separate and distinct halves. The stipulation that the city should be confined "as nearly as practicable" to one square mile was admittedly vague enough to allow some latitude, but certainly not so much that it could be thought to sanction the establishment of two towns six miles apart.

As Resident Commissioner, Fisher was vested with very wide powers, and was competent, if he saw fit, to modify the regulations in such a way as to meet the Governor's wishes. The Emigration and Land Regulations, however, representing as they did the practical expression given by the Colony's founders to the "Wakefield Theory", were regarded by the Board of Commissioners with a very jealous eye, and

modification of the rules not previously authorised by themselves was treated by them as an expedient which only the most evident necessity could justify. Fisher's powers in this respect, then, could not be exercised lightly, and even had there been no hostility between himself and the Governor's party it is questionable whether he would have given way in the matter of the Port survey unless he had been certain of gaining approval for his action at the Adelphi.

This certainty was duly supplied by the Port faction themselves. While Hindmarsh was negotiating with Light Stevenson, Stephens, Strangways and some others were conspiring to gain their ends by more direct methods. Towards the end of January Stevenson drafted a circular letter to land owners setting out in detail the arguments against the site chosen by Light and advocating that Fisher be approached for a detailed examination of the coast prior to any final decision. Stevenson was too notoriously partisan and generally unpopular to risk signing the letter himself, so it was published and circulated under the name of Edward Stephens⁽⁹⁾. Following this Stephens, Strangways, Hutchinson, Lindsay, Hallett, Everard, Ward and Malcolm submitted a memorial to the Governor praying him to call a meeting of land owners to discuss the subject.

Hindmarsh later claimed to have known nothing about Stevenson's letter until after it was published, but he

evidently condoned the proceedings because he not only convened the meeting but allowed Stevenson to use his votes as a land owner. (10)

The meeting, which took place on the 10th February, was attended by the owners and representatives of owners of 365 Land Orders, and although a majority of those present voted in favour of Light's choice his supporters would have been overwhelmingly defeated had John Morphett not counterbalanced the Company's 110 votes with the 115 belonging to himself and his principals. As it was the resolution that Light had "secured in a most satisfactory manner those advantages which the Commissioners and the first purchasers in England contemplated as essential" was carried by 81 out of the 355 votes cast. (11)

So the move to discredit Light had if anything the opposite effect; for although the meeting had no authority, except indirectly, proved nothing and did not reflect the views of more than a small minority of the settlers, the check it gave to Light's opponents was decisive.

The latter failed in their main object, but they did succeed in plucking one chestnut from the fire. Following the decision on the subject of the town site several other resolutions were moved including the following:

"That it is the opinion of this meeting, that as the land situated on the banks of the Harbour will be speedily available for commercial purposes, the land owners present are willing that a portion of the one thousand town acres should be surveyed at the Harbour."

This resolution, moved by Edward Stephens and seconded by Bingham Hutchinson, was carried unanimously ⁽¹²⁾.

Light and Fisher were in no way bound to act upon the decisions of the meeting, and if these had been adverse to the course already adopted by them it is unlikely that Light at any rate would have yielded. However, "to quiet some", as he put it, he consented to survey as many acres at the harbour as should be chosen there.

More precisely, it was agreed: (1) that 437 one-acre sections should be laid out "in such spot adjoining the Harbour as the Surveyor General shall think best adapted for the purpose in addition to the 1,000 acres under survey for the capital"; and (2), that the balance of the sections remaining unappropriated after the meeting held for the selection of town acres should be disposed of by auction or merged in the adjoining country sections at the discretion of the Resident Commissioner. ⁽¹³⁾

This was the original arrangement made after the meeting of February 10th, but the procedure actually followed was somewhat different. When it came to the point Light declined to accept responsibility for selecting "the spot... best adapted" for the survey, but instead insisted that those interested should make their own selections. The reason for his refusal appears in a letter written by Boyle Travers Finniss to the "Southern Australian" in

October the following year, when Light was under attack for having misled the Port selectors. Those who took up land at the Port, he writes, did so "not where Colonel Light had marked out the ground, for he would not mislead people by marking out any at all. It was left to themselves, when they had determined to abide the speculation, to state what part of the harbour they preferred. His advice, again, as in all matters, was in requisition - and he told them, 'there is only one landing at present, where ships of necessity must land their cargoes on account of the swamps which prevent approach to the water side in any other spot'. 'Years must elapse, and thousands of pounds be expended, before they can discharge and remove goods inland from the deep water, lower down the harbour - choose, therefore', - if choose you must - 'the only available spot, the dry land.'(14)

The most Light would do was to give his advice to those who sought it, and draw up "a plan of a survey", which was placed before the meeting of preliminary selectors held on the 23rd March, 1837. This "plan" does not appear to have survived, but it was probably a map with a pattern of acre-sections drawn on it in such a way as to comprehend the best ground in the vicinity of the landing place.

On the 10th March Light finished surveying and marking out the town, and on the 23rd of the same month the meeting of Preliminary purchasers was held for the purpose of

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selecting the city acres. As no section survey had been made at the Port, and as the interested parties had not yet decided where they wanted to take up land, the selections there had to be deferred, and to govern the procedure it was resolved:-

"That the plan of the Survey of Port Adelaide as now submitted be referred back to the Surveyor General, and that during the selection of the Town Acres by this Meeting such persons as are desirous of choosing their Acre or Acres at Port Adelaide be allowed on stating such intention to have a right of priority of choice there in the order of their Declaration to that effect - that as soon as it is ascertained exactly how many acres are thus required the Surveyor General be requested and directed by the Colonial Commissioner to survey the requisite number at Port Adelaide in such place and manner as may be desired by the majority of declared proprietors there, and that at the earliest opportunity a meeting be called for the purpose of such owners declaring their choice." (15)

Light, so Finnis says, attempted as far as possible to dissuade the colonists from selecting at the Port by pointing out to them, as he had done all along, that the wharfage and approach required an outlay of capital for their development "far beyond the means of any individual." (16) His counsel was not without effect, apparently, because out of the 437 Preliminary Land Orders only 29 were reserved for the Port, and these by eight or nine persons acting for themselves and others. The reservations were as follows: (17)

<u>Name of Selector</u>	<u>No. of L Order</u>
S. Stephens (for the S.A. Co.)	337
" " "	347
" " "	358
" " "	363
" " "	389
" " "	426
T.B. Strangways (For Self)	216
" " "	217
" " "	218
" " "	219
" " "	222
" " "	223
O. Gilles (For Self)	89
" (For Chas. Prebble)	10
" (For J. Cortes)	242
" (For Eusebius Coles)	142
" (Geo. Barnes)	19
J. Morphett (For Self)	266
" (For Thos. Wilson)	262
" (For E. Trimmer & H. Grainger)	61
" (For Saml. G. Smith)	115
J. Hindmarsh (For Self)	1
" (For Sir R. Bobson)	7
A. Lindsay (For Self)	29
" (For N.A. Knox)	135
H.G.E. Strangways (For H.B. Strangways)	296
" " " " "	299
H. Mildred (For Self)	146
J. Duff & J. Hallet (For D.B. Major)	310

^HF.B. Strangways, there is reason to believe, acted on this and other occasions for G.E. Strangways.

The meeting of Port selectors was intended to take place as soon as possible after the preliminary meeting. But as it was not known what effects the rainy season would have on the landing place Fisher allowed them to defer their selections until after the winter, or until such time as the behaviour of the harbour environment under winter conditions had been observed. (18)

Here for some months the matter rested. Meanwhile, Stevenson made the most of his advantage as editor of the Colony's only newspaper to keep the controversy over the town site alive. Light and Fisher and their adherents were submitted to a more or less constant stream of carping criticism, and no opportunities were lost of publicising to the full every inconvenience arising from the inland situation of the capital. Little further public interest in the subject was aroused, however, until early in November when a rumour began to circulate that a sealer named Walker had discovered an unobstructed channel four fathoms deep connecting Lake Alexandrina with the sea. (19)

If true this would have gone far to vindicate the claims of the Governor's party for a closer inspection of the Murray mouth and Encounter Bay, and at once both these places became objects of anxious interest to property owners. Light's old opponents drew together again, with Hindmarsh at their head and Strangways and Stevenson well to the fore, demanding an immediate investigation. Light reiterated his old arguments against the two places, but Hindmarsh, firmly convinced that events would prove correctness of his own views, despatched Crozier in the Government packet "Pelorus" to examine Encounter Bay. Meanwhile Strangways, Sam Stephens, Hutchinson and a dozen or so others set off

overland in high excitement to explore the Murray mouth.

It was probably not a coincidence that Fisher chose this occasion to remind the Port selectors of their intention to hold a meeting on the 20th of that month for the purpose of arranging the survey and selection of their lands. As might have been anticipated this move was greeted by Hindmarsh and the interested members of his party with some consternation. With the prospect arising once more of Adelaide's removal to another site their enthusiasm for a survey of sections at the Port evaporated, and on the 13th November Strangways, Gilles, Hutchinson, Lindsay, Richards and Stevenson (for the Governor) sent Fisher a joint letter demanding not only that the meeting be postponed, but that in the event of a safe harbour being found at Lake Alexandrina they be allowed to select their town acres there. (20)

But Fisher proved obdurate. Having infringed the regulations to satisfy these men he was determined to have no procrastination now; besides, as he told Strangways:

"I consider, that if I were to consent to a deviation..... the injustice would be to the holders of Land Orders, who made their selections (at Adelaide) upon the faith of that positive arrangement, considering themselves bound by it.....If those Parties who then preferred.... to select at Port Adelaide were now allowed to..... make a selection at any other place they might think fit, those who have selected Town Sections would have an equal right to do so and the Site of the town (could be removed from place to place at their discretion." (21)

The Company were hardly less excited about the "discovery" at the Murray mouth than Hindmarsh and his satellites - though for a different reason. Since the allocation of the

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town acres in March the Company's vested interests in the capital had grown rapidly through the operations of their banking and commercial departments and the improvement and lease of their landed property. Affairs, in fact, had progressed so far by the end of the year that the state of public confidence in the value of real estate - of real estate in Adelaide - was already a matter of vital concern to them. Thus it is no great wonder that the recrudescence of the quarrel over the site ^{of} ~~over~~ the capital found the Company firmly entrenched in the camp of their erstwhile opponents, with McLaren, who had recently replaced Stephens as Colonial Manager, ready to throw the full weight of his influence into a battle to maintain the "status quo".

"I am grieved," he told Wheeler, "at the present posture of affairs,.. as to the site of the harbour, and even of the capital.....Mr. Strangways and party have taken up the position which Mr. S.S. (Sam Stephens) at first occupied - an opposition to the location of the capital, where it is - and where, with all its recommendations, and advantages, it was fixed, I fear prematurely - but fixed it has been - and to sacrifice all that has been expended there would be absolutely ruinous to many, and deeply injurious to all....."

It is said that the report as to the entrance into Lake Alexandrina...has been confirmed- but this, so far as I know is only a rumour - the truth must be soon known - and what then?

I do most fervently hope that the present unfavourable state of affairs will pass away, without any lasting effect, but party-feeling is so strong, and the rumours of an available entrance into Lake Alexandrina, and the Murray, afford so advantageous an opportunity of opposing, and of throwing discredit on the measure, of Col. Light, and Mr. Fisher, that the Governors party, are likely to make the most of them. Were the site of the capital yet to be chosen, it would be highly proper to postpone doing so, till the present

rumours were fully examined, but nolo (sic), the interests of the Colonists generally, and of the Co. particularly, are identified with the permanent location of the Capital at Adelaide, and of the harbour of the capital at Port Adelaide - On any other supposition the sacrifice would be immense - and therefore I mean to resist the removal of either." (22)

In this aim he had a powerful ally in John Morphett. The latter's opinion of Light's choice had not altered; and as he and McLaren between them controlled over half the total number of Preliminary Land Orders their joint power to influence the present issue was immense.

The meeting scheduled for the 20th November took place as arranged, and as no decision was reached over the time and place at which the survey should be carried out it was followed, over a period of weeks, by two or three others. The minutes of these meetings have not come to hand, and although the Company papers and other sources yield some information about them no clear or complete account of their proceedings can be given.

The first two meetings were so informal and disorderly that the descriptions of them given by McLaren and Edward Stephens are probably more illuminating than minutes would be. When the selectors met on the 20th Strangways, Gilles, Linday and Stevenson (as agent for Hindmarsh), who controlled a majority of votes between them, set out to delay the survey by carrying a resolution in defiance of Fisher's former ruling, that the selections be deferred until after the

examination of Encounter Bay and the Murray mouth. Fisher disallowed the resolution, and the meeting adjourned until the 24th. The next meeting was even more farcical. Strangways and his confederates began by resolving that the decision of the previous meeting be not rescinded. Then, without a motion to rescind either resolution, they agreed that the survey should take place at the Port and that all 29 acres should be marked out on one side of the river. After further "discussion", and again without modifying any former decision, it was unanimously resolved that 14 sections should be surveyed on the East side of the River (the site of the landing place), and 15 on the West side. A heated argument then arose over the question of Government reserves. This degenerated into an open quarrel, and when Gilles attempted to attack Fisher with a sword-stick the meeting broke up in confusion.

So the Governor's men had their own way. Nothing could be done on the strength of four contradictory resolutions and the survey had to be postponed indefinitely while Fisher arranged for a meeting of the 437 Preliminary holders to decide the issue. Meanwhile, Strangways and his cavalcade set off on their expedition to Encounter Bay and the Murray. (23)

The navigable entrance to the Murray was not found, of course, because none existed - although Strangways persuaded himself that the channel was suitable for shallow draught

steamers. Lipson, Crozier and Jeffcott all reported favourably on Encounter Bay, and Strangways recommended it as suitable for the first town.

Naturally these findings created something of a stir in Adelaide and Hindmarsh was encouraged to redouble his efforts to have the capital removed. But by the end of 1837 the interests of the settlers, as McLaren observed, were already too closely identified with the capital on its present site for any change to be practicable, and although the investigations intensified party friction in official circles and evoked a certain amount of speculative discussion public determination to keep Adelaide where it was remained generally unshaken.

This may account for the more or less amicable arrangement of the Port survey. That the survey did eventually take place is, of course, not very surprising. Fisher was determined that it should, and there was little that Strangways and the others could do in the last resort but submit. The Preliminary meeting which Fisher had proposed holding to establish a ruling in the dispute seems never to have taken place. Probably it was not found necessary; for as the prospect of Adelaide's removal to another site diminished the Port no doubt resumed some of its former attraction. Such a meeting, in any case, would merely have reflected the views of McLaren and Morphett, and on this question both stood squarely behind Fisher.

If the later steps in the Port proceedings are obscure the concluding arrangement, thanks to one of McLaren's despatches,

is clear enough. On the 2nd February, 1838, a meeting was held to determine the layout and selection of sections at the "Old Port", and in the evening McLaren, obviously much elated, set down the results for the benefit of the Directors.

"I wrote to you this forenoon, and am happy to report, that the meeting as to the Acre Sections at the harbour went off very pleasantly, and altho' the Co. stood very unfavourably as respected their right of Choice, they now stand in the most advantageous position. The total number of acres at the harbour is 29. The Company's Choice was No. 1, 22, 24, 26, 27 and 29. The object of the Meeting today was, 'deciding finally upon the spot where such acre Sections shall be surveyed and fixing a day for making such Selection'.

An opportunity having Occurred of Securing the right of the Second choice, I bought it for the Company, price £90 - bargain concluded and money paid to-day before the meeting. Having informed myself through Col. Light's kind politeness, of the respective merits of the Acres on the two sides of the river, I then secured the best on each side - differences of opinion obtained as to the proper position of the acres - 1st whether on the East or the West side of the river - the former being on the side nearest the town - and the latter having comparatively firm ground to the waters edge, and six feet there - while on the East side it is Mangroves and Swamp for 700-1500 ft. or upwards from the waters edge.

2nd whether those acres on the East Side should be in the swamp, with real Waterfrontage - or on a range of Sand hills beyond the boundary of the Swamp.

Today I proposed which was agreed to, that the parties present should declare where they wished their acres Surveyed, whether on the West side - the Sand hills - or the Swamp. For the Co. I took 3 on the West side including the Section bought today in my own name - 2 on the Sand hills, and two in the Swamp. The other 2 in the Swamp are in the hands of Mr. Gilles, and by a prior arrangement, we have engaged to divide some of the Acres there so as to secure each both frontage to the Canal, now in course of being Cut, and to the river - the whole frontage to the Canal with the exception of a road 60 ft. wide all along the bank, and a road at the upper end, is in his and my

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hands - and will soon be made available - the length of the Canal is upwards of 600 ft.

I was pressed by some at the Meeting to declare for which of my choices I took those in the Swamp. I considered the inquiry irrelevant but I answered it by saying I took them for 27 and 29 so I should not be surprised altho' the very last choice may turn out to be the very best and most valuable acre."(24)

As the meeting was not held to select the sections but to decide where they should be surveyed it might be wondered how it was that McLaren could speak so confidently of the advantages he had gained for the Company. What was there to prevent selectors from changing their minds and choosing sections other than those bespoken by them? Although there was a possibility of this happening there seems to have been a firm understanding that on the day appointed for the formal appropriation of their lands the selectors should confine their choices strictly to those sections for which they had declared at the previous meeting. As there were only 8 or 9 selectors actually involved a "gentleman's agreement" of this kind was reasonably safe and in practice appears to have sufficed, although the Land Office Records show that on the day of the selections McLaren took two sections on the west side instead of 3, and 5 on the east side instead of 4. This change, however, was probably affected by arrangement with one of the other selectors. (25)

On Saturday, the 10th February 1837, the meeting of selectors took place as arranged and the 29 sections were chosen as follows:

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EAST SIDE

No. of Section	Name in which Land Order is Made Out.	No. of Land Order	Name in which Grant is made out.
1	Henry Mildred	146	H. Mildred
2	Bartlett & Beddome	358	G.F. Angas & others (S.A. Co.)
3	Chas. Prebble	10	Chas. Prebble
4	Thos. Wilson	262	Thos. Wilson
5	T.B. Strangways	219	T.B. Strangways
6	Bartlett & Beddome	426	G.F. Angas & others (S.A. Co.)
7	Trimmer & Grainger	61	Edmund Trimmer & H. Grainger
8	Bartlett & Beddome	389	G.F. Angas & others (S.A. Co.)
9	J. Morphett	266	J. Morphett
10	Saml. G. Smith	115	Saml. G. Smith
11	J. Cortes	242	John Cortes
12	Bartlett & Beddome	337	G.F. Angas & others (S.A. Co.)
13	O. Gilles	89	O. Gilles
14	Bartlett & Beddome	347	G.F. Angas & others

WEST SIDE

1	N.X. Knox	135	D. McLaren (S.A. Co.)
2	Bartlett & Beddome	363	G.F. Angas & others (S.A. Co.)
3	H.B. Strangways	296	H.B. Strangways
4	Sir R. Dobson	7	Sir R. Dobson
5	Eusebius Coles	142	Eusebius Coles
6	John Hindmarsh	4	J. Hindmarsh
7	D.B. Major (?)	310	D. Dunbar
8	H.B. Strangways	299	H.B. Strangways
9	Arthur Lindsay	29	A. Lindsay
10	T.B. Strangways	216	T.B. Strangways
11	" "	217	" "
12	Geo. Barnes	19	Geo. Barnes
13	T.B. Strangways	218	T.B. Strangways
14	" "	222	" "
15	" "	223	" "

LAYOUT SHOWING THE TOWN ACRES AT THE ~~RED~~ PORT;
and
SECTION 423, ALBERT TOWN.

Company Sections Marked Green

(by courtesy of the S.A. Archives)

See Archives. C. 180/9.

"If the arrangements of that day are carried through", wrote McLaren triumphantly a week or so after the selections, "I believe the Co. will be better accommodated than there was any reason previously to expect." (27)

He was more than satisfied with the results of the recent meetings, and felt confident that in spite of the Company's disadvantage in having drawn low priorities of choice he had succeeded in turning imminent defeat into a resounding victory. The Company now owned the best section on the west side of the river, which he thought might form a suitable site for their dockyard, and three sections on the east side fronting on the quay which, by law as well as by physical necessity, was at present the only place in the harbour where "Goods, Wares and Merchandise" might be landed or loaded.

This achievement looked well enough on paper, but in practice there were serious difficulties to be overcome. The flats in the vicinity of the landing place were subject to the action of the tides, which at high water partially, and sometimes even wholly, submerged them, and at low water left them a reeking morass of mud and debris. When the tide ebbed, moreover, the water generally receded so far that the canal became empty, and the approaches to it from the anchorage in the channel so shallow that they could not be negotiated even in dinghies.

These facts, of course, were known to McLaren long before he made his selections, but although he must have realised that extensive improvements would have to be made

he appears to have had no adequate conception of the magnitude of the undertaking, or of the expenditure it involved. At the very least it included the raising of the level of the flats to a safe point above high water mark, the deepening of the canal and its approaches, the deepening and reinforcing of the water-front on either side of the canal entrance, the widening and deepening of the main channel to enable vessels of ocean-going tonnage to anchor within a reasonable distance of the quay, and the building of a ballasted road across the marshes and sandhills to firm ground further inland. These were the minimum requirements, and until they had been met the harbour could not possibly develop or cope with the growing commerce of the Colony economically. As it was, cargoes had to be discharged in boats, often from vessels anchored a mile or even two miles downstream.⁽²⁸⁾ The inconvenience and expense of this was heightened by the "extreme shallowness of the water" which prevented even the smallest lighters from approaching the quay except within an hour before and after high water. But as high tide was not until 6 p.m. or thereabouts the canal and its approaches were dry during the normal hours of business - i.e. between 8 a.m. and 4 p.m. - when the customs house was open. In these circumstances, according to the "Gazette" - it could take vessels of even moderate tonnage some three or four months to discharge their cargoes and clear the harbour again, so that heavy import costs arising from other causes were often increased still

further by demurrage charges. (29)

The landing place was not called "Port Misery" for nothing - a tide-washed gap in the mangroves, destitute of fresh water, isolated, depressing in appearance, and infested, as one writer says, with every imaginable insect pest. A spirited account of the place survives in the reminiscences of Edward Holthouse who lived there between 1838 and 1839 - i.e. during what might be called its halcyon days. He writes,

The locality of the Old Port lies about a mile above the Jervois Bridge, and nearly opposite to what is now known as Buck's Flat. It was selected as offering the greatest facilities to access to hard ground from the river than any other spot in the immediate neighbourhood, the intervening belt of mangrove swamp being scarcely 400 yards through. Across the mangrove swamp a ditch was cut in a straight line to the foot of the sandhills, and was piled at this end with pine poles capped with quarterings, and backed behind with tea-tree bush to prevent the sand from falling in. This ditch was about 30 feet wide by 5 feet deep. The silt dug out in its formation was thrown up on one side which formed an embankment or parapet about 10 feet broad and two feet high. This creek was only available for small craft of light draft, and was so narrow as scarcely to admit of one boat passing another, except at high water. At low water it was dry, as also, were the mud flats surrounding its entrance. As there were no mechanical appliances for landing heavy goods to this strip of a wharf, it can readily be imagined what irritation was caused to Captains by the delay attending the unloading of their vessels; and the fights and scramblings amongst rival crews and lighter men on these occasions to get out of the creek before being neaped by the ebb. Fortunately for Jack, policemen were scarce and fines and costs not then in vogue. These annoyances to Captains and sailors were, however, trifles compared with the losses sustained by shippers and consignees..... "Vessels" with their cargoes followed one another in such rapid succession that at times the wharf became completely choked from end to end with stacks of flour, bags of potatoes and other miscellaneous merchandise, where it remained for days together, exposed to the weather till removed by

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bullock-drays to Adelaide, the cost of which was £3 per ton. During these intervals of delay it seemed as if time and tides exercised their traditional prerogative to wait for no-one, for the tides would rise foot by foot till the entire wharf lay under water. The receding tide was no less mischievous. It carried back everything that was light or floatable, and if my memory serves me it appeared to be a recognised custom when these disasters occurred for any owner of a dinghy or cockle-boat to put off to sea on a voyage of discovery, and who never forgot to ship a boathook as essentially necessary to ensure a prosperous cruise.....After the subsidence of these high tides the narrow footway between the goods stacked on the wharf and the edge of the creek was rendered so slimy and slippery that pedestrians had to hang on to crates and cases to avoid a ducking. The teamsters fared no better, for the only access they had to the goods was by going through the swamp at the rear of the wharf and backing their drays' tails on to the embankment. This was an easy matter with an empty dray; but the tug-of-war came when a start was made with a heavy load on. Here and there a dray might be seen sinking over the fellows and down to the axle in mud, the drivers yelling 'Come hither, Redman; gee off', whips cracking, backing and filling, flagellating, cursing and swearing. There was, however, a generous and manly feeling amongst bullock drivers, most of whom had come over from the other side, as stock drivers, or teamsters, with the herds brought by the overlanders. There was a sort of fraternity begotten of fellowship in bondage. They were ever ready to give a helping hand to a mate in difficulties, and would hitch on their bullocks to his team and drag him out bodily. But many a trusted dray pole came to grief on these occasions." (30)

The harbour, as Light maintained from the first, and as Stevenson so penetratingly observed some twelve months later, was situated too far up the inlet. It was unfit to form the permanent site of the Port, and could not be sufficiently modified for this purpose without years of effort and a tremendous outlay of capital, most of which could be avoided simply by removing to one of the more suitable, if less easily accessible, sites further down stream. It is astonishing that these not very

bashful facts should for so long have eluded the consciousness of the nine "hard headed businessmen" who selected land there, and one can only suppose they were so intent on the greedy scramble that they forgot to examine the prize. If so it would not be an isolated instance of this kind of thing, as those who know the history of the rather undignified rush for inferior land around Boston Bay will realise. When the Port selectors recovered their breath, however, and began to gain a little practical insight into the problems involved, their conversion to the views of the Surveyor General was only a matter of time. It was characteristic of Stevenson that his first instinct on recognising the mistake was to blame someone else, and for those who are interested his innuendoes against Light on this head may be found in an article on Page 3 of the "South Australian Gazette and Colonial Register" of the 1st December, 1838.

By the end of the year the selectors appear to have been unanimous in the view that the Port on its present site simply would not do. "The Harbour at Port Adelaide", McLaren told Whieler in October, "must be changed and I have no doubt it will be so very soon. Yet the questions involved are very serious. We are deeply interested and I hope to be on the main when they come to be adjusted." (31)

With the appointment of Colonel Gawler to succeed Hindmarsh the offices of Governor and Resident Commissioner were combined in the one person, thereby removing one of the chief sources of party conflict and opening the way for a more vigorous and orderly administration of public affairs. Gawler recognised the inadequacy of the Port the moment he arrived in the Colony; and as the "absolute necessity" of "a more commodious harbour" was by then becoming almost daily more obvious, he made the "adjustment" of this matter one of his first concerns. Accordingly, on the 10th November 1838 the following notice appeared in the "Gazette".

"His Excellency the Resident Commissioner has determined upon opening on Wednesday next, the 14th instant, a temporary road through the Mangrove Swamp to the probable future Port of Adelaide. In an attempt so intimately connected with the future prosperity of the Colony, His Excellency will be happy to have the assistance of any of the Colonists who will do him the favour to attend. For those who will really join in the work under the directions of the Surveyors, rations will be provided near the S.W. point of the North Channel. The place of meeting will be advertised on or before Tuesday next.

From personal observation His Excellency is of the opinion that the desired object may be accomplished in a few hours."(32)

This notice, needless to say, sent McLaren scurrying round to Government House to find out how the new dispensation would affect the interests of the Port

selectors. There, to his infinite relief, he learned that the latter were to be suitably "compensated", although Gawler for the time being did not disclose precisely what form this compensation would assume, and would not undertake to indemnify the holders of country sections near the Port should the value of their lands be affected by its removal. (32)

The locality first selected as a likely site for the new town was the head of the promontory facing the southern shore lines of Garden and Torrens Islands across the North Arm and bounded on the west by the Hindmarsh Reach (see Section G in the map, page 317). The working party met on the 14th as arranged, but for some reason, probably owing to the marshy nature of the ground, the proposed road was found to be impracticable and the site was rejected. Gawler then turned his attention to a spot on the opposite side of the inlet which bounds the promontory on its east side (later Section I), and on the 19th he inspected it in company with McLaren and several others. In spite of the swampy character of the land the place was thought generally suitable, and Gawler took the occasion to unfold his plan for the establishment of the new town. His scheme was to buy with his own funds, at the official upset price of 20/- an acre, 1,000 acres at the site chosen for the harbour, under the pledge that the whole of the land with the exception of that set aside for public purposes should then be put up for sale by public auction. The amount realised in excess of the sum due for the original

purchase of the land was to be expended on the public works necessary for the establishment of the town and the improvement of the harbour, i.e. on the construction of roads, bridges, canals, embankments, wharves, public walks, and so on. As the existing road from the city would have to be extended and partially re-directed he further proposed - and this appears to have been the genesis of the scheme ultimately adopted, to finance the construction of the New Port Road - that a "Company" should be formed to advance the necessary capital, say £3,000 at 25% interest, on the security of a toll levied on the road. Finally, in the same way as the town acres at Adelaide had first been offered for selection by the Preliminary holders and the remainder then sold at auction, so at the new town he proposed to allow the 29 proprietors at the "Old Port" first choice of the whole number of acres in exchange for their previous selections. (33) Every feature of the scheme was contrary to the Land Regulations and this, as will later be seen, was eventually to be its downfall. Taken on its merits, however, even in the embryonic form in which it was first propounded, it was sensible, far-sighted, and, in its concessions to the selectors at the "Old Port", more than generous.

The plan evidently took McLaren rather by surprise, because when he wrote to the Board next day his overall view of it was still indefinite. Although not hostile to the idea in its general outline he was inclined to be critical of its details - the Governor had over-rated the proceeds at £15,000 and under-

rated the expense; the scheme to finance the road was probably impracticable; the re-direction of the road would cause a fall in the value of country sections abutting the old line of road and arouse great opposition; the immediate removal from the "Old Port" might be inadvisable, even impossible. Perhaps his most astonishing comment in the circumstances was the mournful reflection that if the plan were put into operation the Preliminary selectors would have only 29 out of a 1,000 acres instead of a monopoly, as at present, of the whole Port! (34)

Soon after the provisional approval of the second site was examined a third, and even more eligible one was suggested, being part of that already under consideration "but lying wholly on the Western side of the Creek". (Sections H and I). McLaren was far more enthusiastic about this locality than the previous one, mainly because the new proposal included a plan to extend the road in such a way as to leave its present line practically undisturbed (35). The point was that McLaren had very carefully selected several country sections fronting the road, some of which, including 423, "Albert Town", were close to the "Old Port", and he was mortally afraid that the value of these would suddenly be slashed by the re-direction of the road at some point nearer to Adelaide (36).

"His Excy.", he told the Board, "was favourable to the plan, on the ground of its not interfering with acquired rights etc. as to the Country Sections. This is the plan which would be most advantageous for the Company, is encompassed with fewest difficulties, and in comparison of which with that previously recommended by his Ex.cy. the difference is all in favour of the former, except in

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the extra expense which must be incurred in building a bridge in the line of road now proposed..... A survey I have no doubt will be immediately made, and if found practicable I think it will be got carried through - But it will be a work of years and will require an expenditure of at least £20,000 to £25,000." (37)

Mention was made earlier of an editorial by Stevenson in the "Gazette and Register" of the 1st December deploring the shortcomings of the "Old Port" and imposing the blame for the present difficulties on Fisher and Light. As if to round off the criticism with a practical suggestion the article concludes with a version of the Governor's proposals, but not acknowledging his authorship of them.

"The plan that suggests itself in preference to a Special Survey, or to any other course, is to allow an individual - the Governor for instance, in his private capacity, if he would condescend to undertake so much trouble - or any committee of settlers chosen by the public, to purchase 640 acres on the spot, where the harbour is to be placed. When the purchase is effected, the site of the town properly laid out, and the wharves, public walks, etc., reserved, the allotments to be gradually sold to the public. The money thus realised - and its amount would be enormous - after defraying the original cost and expenses, to be applied to forming approaches, streets, and to the general improvement of the place. According to our view a sufficient fund would thus be obtained, not only for these purposes, but to deepen both bars and to lay fresh water pipes from the Torrens. We may be sanguine; but the progress of the colony hitherto has so far outstripped all commonplace anticipations that we regard our calculations to be perfectly moderate and the plan itself of the most easy and practical description. In a matter of such importance, too, we have no fear that the petty political differences of the hour will be suffered to intrude, or that the colonists will hesitate to unite cordially in promoting an object so essential to the general welfare." (36)

It will be noticed that whereas the opening sentence represents these proposals as having merely suggested themselves to the writer, the concluding sentence implies that their adoption is

already an accomplished fact. Stevenson's reasons for concealing their true authorship are obscure, and commenting on this, A.J. Perkins suggests that the article "might possibly have been officially 'inspired'; or it might have been an extraordinary coincidence of two great minds running in ruts: but more probably a brazen attempt to steal the Governor's thunder." (39) The present writer is inclined to favour the first suggestion. The second is of course highly improbable, and the last, even considering Stevenson's record, imputes to him a degree of audacity which seems hardly credible, especially as he could not hope to sustain the deception if he were challenged. The sequence of events, like that connected with the calling of the meeting of landholders in the previous year, suggests that it was probably a "put up job", for as if in response to the article a Gazette Extraordinary appeared four days later containing a full statement of the Governor's proposals in the following terms:

"His Excellency the Governor and Resident Commissioner, requests the attention of the colonists of South Australia to the following considerations:

However necessary it might have been at the first settlement of the Colony, to have fixed the authorised landing place in its present situation, yet in the now highly advanced and rapidly advancing state of society, that situation has become most inconvenient, discreditable, and injurious to the public interests.

About four miles further down the river, at the point at which the Northern Channel joins the main stream, there is a beautiful, very secure, and very commodious

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harbour. Ships can beat up either to or from it without danger, and as the water is deep inshore, cargoes can be discharged at all times of the tide. His Excellency desires with the unanimous co-operation of the colonists to establish a new port near this point.

The situation is so peculiarly desirable that it was thought of at a very early period; but the difficulties with regard to the surrounding land were then too great to be encountered.

In high tides the ground to a considerable extent is covered with water, but the land is almost everywhere solid. It is not properly to be called a swamp. Almost everywhere it will without any extraordinary precaution support roads and buildings. A very great number of the most flourishing ports in the world have been erected in much worse situations. There exists no difficulty that the enterprising spirit of our colonists, in the present state and prospects of the colony, is not able to overcome.

Individual exertions, however, would be of no avail; combination of effort is absolutely necessary; and His Excellency proposes the following plan, in his opinion the most simple and effectual towards the attainment of this object.

That from 500 to 1,000 acres at the proposed situation should be immediately surveyed and put up for sale in accordance with the regulations, and that His Excellency the Resident Commissioner should be allowed to purchase this land, with his own private funds, at the regular price without any competition on the part of the colonists.

That after the ground shall have been properly laid out into convenient lots for a Port Town, and due and sufficient notice given, these lots shall be put up singly to auction and sold to the highest bidders. That from the fund thus formed, the Resident Commissioner shall forthwith withdraw the money advanced by him with bank interest, and place the whole of the residue in the hands of a committee, to be elected by the holders of the Port lots. That this residue, under the direction of the committee, shall be applied to specific general purposes, essential to the establishment of the Port, such as the making of a great road across the mangrove swamp, the construction of a bridge, the raising of embankments, the cutting of main drains, etc.

To the holders of the 29 Town Acres at the present Port, and of sections with road frontage on the present Great High Road, would be given the option of exchanging their present lots for lots at the new Port, and their present sections on the new line of road.

Up to the period of the concluding sale by auction, no risk would be incurred but by the Resident Commissioner. That risk His Excellency is willing to undertake; having convinced himself by close examination that the situation referred to is most peculiarly marked out by nature as the Port, and that, in this free and commercial country, nothing can prevent it from being there established."

To what extent the practical operation of this plan would have measured up to Gawler's expectations there is no way of knowing as it was never put into effect. McLaren was probably right, however, when he said that the Governor had over-rated the proceeds and under-rated the expense; for even had the works fund reached the expected sum of £15,000 it is doubtful if this would have been enough for the program of development laid down. It later cost the Company something like £13,550 to build a road - which was nearly two miles shorter than that envisaged in the original proposals, and about £7,000 for their wharf. In March, 1840 McLaren estimated that the total cost of their improvements when completed, including the road, a warehouse, a storeshed, a wharf and sundry other minor items, would amount to between £20,000 and £25,000. As it turned out, this was a somewhat conservative estimate. To hazard a guess, then, it seems probable that the program of works foreshadowed by the Governor's plan could not have been carried out for much

less than £30,000 or twice the maximum nett return expected from the sale of the allotments.

On the other hand, it is likely that the sale of land in acre lots would have secured the immediate residence of several hundred independent proprietors whose combined resources would have gone far to accomplish what the works fund did not, and who, by providing accommodation and employment for others, would have encouraged a far more rapid growth in the population of the Port than that which actually took place. It is probable, also, as A.J. Perkins suggests, that the committee "elected by the holders of the Port lots" to administer the fund would have provided the "leaven" for a municipal administrative body along orthodox lines ^(39A) and that revenue from local rates would have succeeded to the functions of the fund itself.

So while one might hesitate to say with Perkins that the Governor's statesmanlike suggestions must "inevitably" have led to "the early and prosperous development of the New Port" it seems the prospect of their doing so was, on the whole, not unlikely. Certainly their implementation would have led to development on a far more satisfactory basis than that actually achieved. Throughout the critical period of the Colony's infancy the Company was King of the Port, and like all true autocrats this monarch frowned on rivalry and over-mighty subjects. And while it may be true that the Company led the way in the development of the Port it must not be forgotten that this leadership carried its own rewards, and as such was guarded by every

means which ingenuity could devise. In no small measure their primacy was achieved and maintained by the destruction or prevention of competition and at the unhesitating sacrifice of every interest which did not coincide with their own.

How was it, then, that the Governor's plan was not adopted? The brief answer to this is that it was legally inadmissible on two counts. The first thing to notice about it is that if carried into execution it would have constituted a violation of the spirit and intention if not the actual letter, of the land regulations. The general rule covering the disposal of lands was that all, with the exception of portions set aside for public purposes, should be open for purchase⁽⁴⁰⁾. Apart from the first town - for which special provisions were made - and the lands reserved for roads, footpaths, waterfrontage, etc. the whole territory of the Colony was to be available on application in lots of 80 and 134 acres.⁽⁴¹⁾ All lands were to be disposed of by auction, more specifically by means of tender, at the official upset price of £1 per acre.⁽⁴²⁾ The formation of secondary towns was to be left entirely to private enterprise and the authorities were not vested with any power to intervene in the selection of sites for, or in the establishment of, such towns. This rule, as a matter of fact, was not strictly observed. There were departures from it, and one of these was the arrangement reached over the "Old Port", where land was surveyed and disposed of in one-acre lots. The "Old Port" was really a sort of hybrid secondary town.

Thus, ignoring for the moment another ground of objection to the Governor's plan to be discussed later, it will be seen that formally, at any rate, the course of action he proposed was perfectly legitimate. In his capacity as a private individual he was to buy a quantity of land at the Port, survey it as a secondary town, and dispose of it in one-acre lots; but instead of pocketing the proceeds he was to turn them over to a committee of the proprietors. It was to be a transaction between citizen Gawler and the South Australian public.

None of this, however, altered the fact that he was Governor and Resident Commissioner of the Colony, that he had put forward his proposals in this capacity and published them in the "Government Gazette", and that by appealing to the public not to bid against him at the auction he was exercising moral suasion and thereby interfering with the normal process of the land sales. He had invited the public, in other words, to join him in a kind of conspiracy to let Government intervention in through the tradesman's entrance; and neither the purity of his motives in proposing this, nor the manifest desirability of what he proposed made any difference to the fact that he was conniving at an evasion of the regulations.

Gawler no doubt thought that, considering what was at stake, the Commissioners would be bound to wink their corporate eye, or else he would never have acted as he did;

and in any case, as he later told them, he thought he had some latitude in matters of this kind. Just after his proposals had been launched, however, he received a check from two directions almost at once - one from the Commissioners and one from certain Preliminary purchasers who had reserved for selections in District A.

In the previous year, shortly before he was relieved of office, Fisher had been prevailed upon to reserve the likely sites of certain secondary towns, and when news of this reached the Commissioners in London they wrote to Gawler in the following terms:

"Mr. Fisher's despatch of the 20th March (No. 6).... states that lands for secondary towns will be reserved (apparently by the consent of all parties) at Wepean, Encounter, Holdfast, Yaakalilla and Rapid Bays. The Commissioners feel much surprise at this announcement, inasmuch as Mr. Fisher cannot but be well aware that the Act of Parliament and the Regulations of the Commissioners framed in conformity therewith declare all the lands of the Province (excepting only portions which may be reserved for roads and footpaths) to be public lands open to purchase by British subjects - They feel considerable anxiety as to this apparent violation of the law; but they trust that the next letters will shew either that the intended course has been abandoned, or that Mr. Fisher has been misunderstood." (43)

The sharp tone of this letter, coming as it did at the very moment when he was preparing an onslaught on the same rule to which the Commissioners referred, could not fail to give Gawler pause. For while his plan did not involve any outright infraction of the rule it could be represented as a circumvention. At all events it was obvious the

Commissioners were anxious to maintain the principle absolutely inviolate and were in no mood to look kindly on any further efforts to "play about" with it. It seems, therefore, that even had there been no other objection to the Governor's plan this would have been enough to quash it. Gawler's disappointment and regret are clearly reflected in his letter of reply:

"I supposed that the Commissioners had, to a limited extent, allowed the Resident Commissioner to depart from the principle alluded to. The reservations proposed were a popular measure, and to me at least no objections were raised to them. It would certainly have been a public advantage of the highest description if the two water outlets (Port Adelaide and Holdfast Bay) could have been made Government property. Under this impression and seeing that the public mind was with me, I intended to have the Sections at the New Port purchased in small Lots by Public Auction. If the suggestions I threw out (Gazette 4th December, 1838) had been acted upon, two very great objects would have been gained, the public generally would have been interested in the New Port, and a sufficient sum of money I am fully persuaded, would have been raised to give it a good commencement.

If, having been put up by Auction, my plan for raising money had failed by the bidding against me of Private Individuals, still the sale would have been in small Lots, a large sum would have been raised for the Emigration Fund (44) and probably the property would have been divided against a large number of persons: so strong is the public desire for a general interest in the two Ports....and so evident is the necessity for establishing, without delay a good landing place at one or other of them, that it was in a high degree probable that no one would have ventured in Public Auction to bid against the person I should have appointed to buy in the whole property, previous to its being put up for general sale. In the mean time however your letter....arrived containing the expression of the strong disapprobation of the Commissioners at the reservation of Secondary Towns, and, most anxious as I truly am to conform to all their instructions and most painful as are departures from them to me, I gave up at once all intention of putting up the New Port to public Auction; and thus removed the only barrier that was likely to prevent the immense monopolising powers of Preliminary Purchasers." (45)

The "monopolising powers of Preliminary Purchasers" formed the crux of the second objection to Gawler's plan. At the Preliminary meetings of May, 1838, selectors, as was mentioned earlier (see P.P. 170/1 and 205), were permitted to reserve for choices in areas which were as yet unsurveyed or unavailable for selection. One of these was the region in the immediate vicinity of the Port River, which was part of District A; and the Orders reserved for this locality were still awaiting exercise. Within the limits laid down by the Regulations, the Preliminary Orders here, as everywhere else, carried an absolute priority in the selection of all lands. Gawler's plan, therefore, could be put into effect legitimately only if the Preliminary purchasers would consent to waive their special right. How Gawler proposed to overcome this obstacle is not known. It does not seem very plausible to suppose that he was unaware of the Port reserves; nor does it appear likely that he would have ventured to launch his proposals publicly before at least consulting the parties interested. Perhaps he was relying as much on the power of "moral suasion" in this issue as he was in the matter of the auction. At all events the holders of the Port reserves made no move in defence of their claims until nearly a month after the publication of the "Gazette Extraordinary". On the 5th of January McLaren went to the Governor to protest on behalf of the Company:

"I had an interview with His Excellency the Governor this forenoon on the subject of the New Port when I stated to His Excellency that I had learned that some of the preliminary Holders had resolved to choose their reserved Lands at the New Port and that some of the 80 acre Section Holders intended to do the same so that as I had the first Choice of reserves in this District I could not forego my right unless I had security that others would not exercise theirs. This he could not give so I hope we shall have the first 134 Acres which will be a splendid affair. Wednesday the 16th will determine it." (46)

Although McLaren was "the first to claim in opposition to the plan" his previous willigness to co-operate with the Governor suggests that if the other reserve holders had made no move he would have been content to waive the Company's claim. In the circumstances, as Gawler admitted, he could scarcely be blamed for acting as he now did, since "the risk of the other Preliminary orders taking advantage of his forbearance was considerable." (47)

If the Commissioners' letter left Gawler in any doubt as to how he should proceed this development settled the matter, and he gave way without demur. In the next issue of the "Gazette" the public were informed that: "Notice having been given to the Resident Commissioner by some of the preliminary purchasers who have reserved for District A, that they intend to claim their choice of preliminary sections at the New Port, sections of 134 acres each have been marked out for them, and they are requested to make their selections at the Land Office, at ten o'clock a.m. on Wednesday the 16th instant....." (48)

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Thus, with the collapse of the Governor's plan McLaren found himself confronted almost unexpectedly with an opportunity not merely of establishing the Company on land at the Port, but of establishing the Port on Company land; and prospects in this, in terms of profit, were enormous.

The surveys were carried out in the following manner.... Six irregular shaped sections of 134 acres each and designated respectively A, B, C, D, E and G - were laid out on either side of the main channel so as to take in almost the whole of the waterfrontage comprised in the Gawler and Hindmarsh Reaches. In addition, four 80 acre sections, F, H, I and K, were disposed in such a way as to dominate both banks of the North Arm and the mouths of the channels leading into it. (See Map, P. 317)

On the day appointed, the ten sections were offered for selection or tender in the usual manner. Six were chosen by the holders of Preliminary Orders as follows:

<u>Section</u>	<u>Proprietor</u>	<u>Order of Choice</u>
A	South Australian Company	1
B	John Abel Smith (J.H. Fisher, agent)	3
C	R.G. Symonds	5
D	South Australian Company	4
E	John Morphett	6
G	F.B. Strangways	2

and the remainder were purchased as follows:

<u>Section</u>	<u>Proprietor</u>
F	R.G. Symonds
H	R.G. Symonds
I	H.G. Hewitt
K	South Australian Company.

SECTION MAP OF THE NEW PORT;

Company sections marked red.

(By courtesy of the S.A. Archives)

See Archives. C. 180/11.

Sections F, H and K were auctioned immediately after the selection of the Preliminaries. McLaren, who was anxious to obtain section F, fronting on both the main channel and North Arm, tendered for all three. Several of the others, however, did the same, and the competing claims had to be decided by lot, sections F and H falling to Richard Gilbert Symonds, and K, the least valuable of the three, to the Company.⁽⁴⁹⁾ Section I was not auctioned until later on (probably early in the following month) when it was obtained by H.G. Hewitt.

As Section A was intended by McLaren to form the site of the New Port it is worthwhile to consider his reasons for choosing it in preference to the others. His decision was not an easy one, for there were several places in the estuary with features to recommend them. Sections A, G, H and I shared a common advantage over the others in that all of them were on the Adelaide side of the estuary. At the time this was a very important consideration, because although some of the sections on the west bank of the main stream comprised firm, tide-free ground and had a good depth of water in front of them the use of any one of them as the site of the Port would involve either a ferry service, which would be inconvenient, the construction of an expensive bridge, or else a major diversion of the Port road to skirt the fen land to the south of the estuary. Sections G, H

and I were closer to the mouth of the estuary than A, possessed much more harbour space than A, and fronted on deep water reasonably close inshore. Their disadvantages lay mainly in the fact that they were not easily accessible over the flats from the landward side and in places were swampy or subject to inundation. If any of these were chosen for the Port, the road from Adelaide would have to be considerably lengthened, and if conducted by the shortest route a portion of the present line would fall into disuse. Section A lacked a good depth of water close to its shore-line, was subject in places to flooding, and was situated at farthest point in the river navigable by large vessels. It did, however, possess one great advantage over the other sections on the east side. It was comparatively close to the terminus of the existing road, being separated from it at its nearest point by a distance of a little over a mile, and although the intervening land was swampy for the most part, it was capable of being spanned by a road at a reasonable cost.

It was mainly this which induced McLaren to select section A as the Company's first choice at the New Port. In spite of its disadvantages, which were not inconsiderable, its comparative nearness to firm ground and to the highway to Adelaide confirmed it in his estimation as "the only one capable of being made available for some time."⁽⁵⁰⁾ In McLaren's deliberations time was an important factor. Sections A, G, H and I were all in varying degrees eligible to become

the site of the Port, and as Gawler was prepared to patronise any practicable scheme to remedy the present lack of harbour facilities McLaren realised that his success in establishing the town on Company land might depend among other things on the speed with which he could build a wharf and connect it by road with the city. (51)

In selecting section A McLaren did so much against Gawler's will. In spite of its disadvantages Gawler was still in favour of section I, ^{and} rightly or wrongly, and he deprecated McLaren's choice as a selfish sacrifice of the Colony's interests to the exigencies of private profit. As the Company were at present the only proprietors with enough funds to carry out the necessary developmental works he saw it as a likelihood that the Port would grow up on their land whether this was the best suited for the purpose or not. (52) As the Colony was desperately in need of a harbour of some kind he consented at the time of the selections to bestow his patronage temporarily on the Company: but he warned McLaren that he intended at the first opportunity to purchase section I and build a road to it at Government expense. (53)

Gawler never altered his views on this head, and as late as November 1840, when the Port was already well established at Section A, he was still recommending to the Board that the North Arm be opened up ultimately at public expense. (54)

Gawler's threat, needless to say, left McLaren extremely uneasy. As there was no immediate danger of its being carried out, however, he pressed ahead as rapidly as possible with his plans, partly in the hope, as he told Wheeler, of winning the Governor away from his purpose by producing quick and agreeable results. (55) Kingston was engaged to examine the section and submit estimates for the proposed improvements, and an engineer and building contractor, J. Prescott, was employed on a full-time basis to act as works supervisor. (56)

The programme of improvements included three major items or projects: the construction of a wharf capable of accommodating large vessels; a substantial brick-built warehouse and store, consisting of a basement and two stories; and a ballasted road some 92 chains in length and 35 feet in breadth directly linking the wharf and warehouse with the main highway at the north east corner of section 423 (Albert Town). McLaren proposed to develop the latter as a secondary town in conjunction with section A. This purpose, incidentally, may well have helped to influence him in his choice of section A as the Port. To these three major projects was later added a fourth: the erection of a storeshed 100 feet in length and 40 feet in width.

An important privilege which McLaren gained through Gawler's patronage was that of altering the position of the Government reserve. In the original survey of section A the reserve was

PLAN OF THE OLD AND NEW FORTS;

showing the situation of the Company's wharf
and the line of the New Fort Road

(By courtesy of the S.A. Archives)

See Archives. C. 186.

placed in such a way as to include the best portion of the waterfront. Representations were made to the Governor on this account soon after the selections as a result of which he permitted McLaren and Edward Stephens to re-arrange the reserve to suit the Company's convenience. McLaren was thus able to secure the best portion of the waterfront for the Company's improvements and to place the Government reserve, the future site of the customs house, conveniently close by on the opposite side of the road. (See map, page 322)⁽⁵⁷⁾

Of the proposed improvements by far the heaviest item of expenditure was the road, and as this could be regarded as a public utility McLaren determined if possible to shift the cost of its construction on to the public themselves.

When Gawler allowed McLaren to alter the reserves on section A, he was under the impression that the latter proposed building the road at the Company's expense. Prior to the sale of the Port sections McLaren had intimated that he held sufficient authority to build a road, and intended doing so immediately. At the time, however, he refrained from adding that he also intended to seek the assistance of the government in financing it. Thus it was a matter for some surprise to Gawler to find McLaren writing to him soon after to ask if the Government purposed building a road to section A, and whether "the whole expense shall not fall upon the public purse".⁽⁵⁸⁾

Gawler replied in the negative, and after some delay McLaren approached him again, this time offering to build the

road on condition the Company be allowed to reimburse themselves by imposing a toll. (59)

From the tone of his next despatch to the Commissioners it is obvious that these applications by McLaren annoyed and rather disgusted Gawler; for in his innocence he seems to have supposed, hitherto, that a sense of public spirit and the knowledge that the Company were building the road for no one's benefit but their own would induce McLaren to carry out the work at the Company's expense.

Very few details relating to the negotiations over this question have come to hand - which suggests that they were carried on mainly by means of personal interview. Gawler's position, however, does not seem to have been very strong, and as a business man he himself was no match for the wily McLaren - at least not when he first arrived in the Colony. He talked vaguely of pressing the owner of section I to sell; but both he and McLaren knew that the development of the alternative site, even if practicable, would require an extremely heavy outlay of capital, and a great deal of time to complete. This appears to have been the strength of McLaren's bargaining power and the weakness of Gawler's.

However this may be, it was agreed that the public should "foot the bill". The Government eventually bought the road by means of an outright purchase, (60) but it was

arranged in the meantime that the Company should be allowed to impose a toll from which they might take an amount equal to 25% on the capital actually expended in the construction of "roads and wharfs". Any toll received above 25% was to be converted into a sinking fund to pay off the capital, while deficiencies on the 25% in any one year were to be made up from the over plus in other years. Finally, the Government were to have the right "at fair notice" to pay off the balance of the capital and interest and throw open the road.⁽⁶¹⁾

With the matter thus arranged to his satisfaction McLaren was free to begin the works programme. Tenders for the construction of the road were called immediately, and the "John Pirie" was despatched in haste to New Zealand to collect timber for the wharf.

A commencement was made on the road on the of , and to celebrate the occasion an "eclat" was arranged at "moderate but generous" expense, to which every settler of consequence was invited. It was, as McLaren said, "good policy" to bring before the public notice so auspicious an event, and one so well calculated to mark the Company as "pre-eminently the Benefactors of the Colony."⁽⁶²⁾

With the commencement of work on the road and wharf the fruition of McLaren's plans was practically assured. Leaving nothing to chance, however, he set himself out to

consolidate the Company's position by removing as far as possible every potential threat to the concentration of Port activities at section A.

The greatest danger, of course, was Section I. Gawler had already made his plans for the North Arm abundantly plain, and McLaren knew that if these were ever realised and it came to a trial by competition between the two ports there could be no question which of them would prevail.

To reduce the likelihood of so unpleasant a contest, then, he purchased section I for the Company.

It must have been a source of satisfaction to him, considering the issues involved, that he got it for a mere £240. If the details of this transaction were known they would undoubtedly be interesting. The "owner" of the section originally asked £800; but at the time of its sale to the Company a court action by Kingston was pending on behalf of one Matthew Davenport Hill who, it seems, claimed to be the lawful owner. McLaren told the Board that if the action were pressed it would probably succeed, but that he hoped the low price paid by the Company would debar Kingston from fighting the case and induce him to settle out of court. Evidently Kingston did think better of it; because no litigation took place, and the section was still secure in the Company's possession in 1843. (63)

McLaren next turned his attention to the unsurveyed land behind section A. He was afraid that the future proprietors of this land might succeed in gaining commercial access to the

waterfront by means of a wide creek which led through section A to a point on the east side of the Company's wharf (See map, P. 322). Writing to Gawler in April, 1839, he asked if the Company might be allowed to include the creek bed in their own property.⁽⁶⁴⁾ Gawler at first declined, but McLaren persevered, and in January succeeded in gaining permission to fill in a portion of the creek and to extend the wharf in such a way as to block its mouth - "thus cutting off all possibility of any rivalship".⁽⁶⁵⁾

An obvious source of "danger" was section B, comprising about a mile and a half of the waterfront on the opposite side of the river. To "prevent all rivalship" from this quarter McLaren leased the whole of the section from Gouger, the owner's agent, for a period of seven years.⁽⁶⁶⁾

McLaren early perceived a likelihood of "rivalship" arising from the construction of wharves and warehouses, etc. by the Government, or lessees of the Government, on the reserves at section A. The Government and Public reserves comprised the whole of the waterfront between the western limit of the section and the terminus of the road; and although the water in front of both was comparatively shallow the difficulty of constructing landings was not so great as to preclude all possibility of private enterprise. It thus became a matter of some importance to McLaren to secure an undertaking from Gawler not to engage in, or sanction, any

THE McLAUGHLIN WHARF, POINT ADELAIDE,
JANUARY, 1840.

(By courtesy of the S.A. Archives)

See Archives. C. 168.

activities on the reserves likely to injure the revenues of the Company or their tenants.

Gawler could not have given any permanent or unconditional guarantee on this head even if he had wished to; but he did the next best thing in assuring McLaren that he would not promote any form of government enterprise on the Public reserve, which he promised should remain common land. (67)

The degree to which Gawler actually protected the Company from competitive use of the reserves is not known, but it is perhaps significant that they received no challenge from this quarter until 1842, when, under Grey's regime, the Government began the practice of leasing the Queen's wharf to private individuals on an annual basis (68)

McLaren was nothing if not thorough, and by various means, of which the above are but typical, he succeeded by the first quarter of 1840 in closing or obstructing every probable avenue of competition or of Government action to establish alternative facilities at the harbour. These measures, coupled with the completion of the road and wharf, established the Company in a position of leadership at the Port, which they held without serious dispute for over a decade.

Thus, partly by good fortune and partly through adroit manipulation on McLaren's part, the Company came

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by 1840 to enjoy a position of prominence at the Port far beyond anything they had contemplated in 1837. Beginning with the comparatively modest aim of securing well situated premises for their commercial and shipbuilding departments they ended by acquiring the site of the Port itself.

In summing up it will be seen that their role in the negotiations over Port Adelaide was a prominent one from the outset. Represented by the Stephens brothers they were among the first to agitate for a survey of town acres at the Old Port, and on the general evidence appear to have been largely instrumental in having that measure adopted. The grounds on which Hindmarsh pressed for the survey - the cry, indeed, to which the Port faction rallied - was that "the mercantile part" of the community "calculated upon having.... Town Acres near the landing place". But a review of the names of those who actually took up land there reveals that in the last analysis the only interested mercantile party was the South Australian Company - all the rest being land agents and speculators. Hence, unless Light was singularly effective in dissuading the "mercantile part of the community" from selecting at the Port the argument used to justify the survey would seem to have owed its cogency mainly to the claims of Edward and Sam Stephens. Without the influence and voting power of the Company it is doubtful if the Governor's men could have found enough strength to push the

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matter to an issue. Morphett, it is true, reserved for the Port; but he played no part in the campaign for a survey there.

In the proceedings through which the Company gained mastery over the "New Port" the decisive event was the failure of the Governor's plan. Had this been carried into execution the likelihood of the Company achieving anything like hegemony would have been remote indeed. Whether Gawler withdrew his proposals primarily out of deference for the Commissioners' instructions or at the insistence of the reserve holders, he does not say. The general tenor of his remarks, however, ⁽⁶⁹⁾ leaves a strong impression that if it had not been for the arrival of the Board's letter forbidding his interference in secondary towns he would have held to his intentions, the claims of McLaren and the others notwithstanding. However this may be, the recognition of those claims opened up opportunities for the Company which McLaren was quick to seize and exploit with all the sagacity and ruthlessness of which he was capable.

The total of profits derived by the Company from the lease and sale of the land and improvements at section A is not known, but it must have been more than sufficient to compensate them for their "spirited enterprise". In November, 1840, McLaren told the Board that the proceeds to that time from the sale of allotments alone already totalled £14,000. ⁽⁷⁰⁾ This being so, the whole enterprise must practically have paid

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for itself even before the road was officially thrown open for traffic (13th October, 1840). The wharf, warehouse, sheds and land cost the Company about £13,000, and the road £13,600. But as the burden of the latter eventually fell upon the Crown the balance of £13,000 may be taken as representing the approximate total cost of the Company's land and improvements.

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1. A.P. (S.An.Com.) PP435/8
2. N.C.(I) W.Light to the Board of Commissioners,
22nd Nov., 1836
3. D. P.10.
4. W.L. P.203 Governor Hindmarsh to W.Light;
4th Feb., 1837.
5. W.L. P.204. W.Light to Governor Hindmarsh;
6th Feb., 1837.
6. W.L. P.P.205/8. Governor Hindmarsh to W. Light;
8th Feb., 1837
7. Archives Piece A.15. Province of South Australia.
Delegation to the Colonial Land Commissioner.
A.P. (S.An.Com.P.P. 435/8. First Annual Report of
the Colonisation Commissioners of South Australia.
Letter of Instructions to the Surveyor General.)
8. W.L. P.207. Governor Hindmarsh to W. Light; 10th
Feb., 1837
9. B.J. P.50.
10. B.J. P.P. 67/9
11. Three owners possessing 10 Orders between them
abstained from voting.
12. B.J. P.67.
13. Archives Vol.14. Copies of Governors' Despatches.
J.H. Fisher to Governor Hindmarsh; 13th Feb., 1837.
(Enclosure to despatch, Governor Hindmarsh to Lord
Glenelg; 14th Feb., 1837) Originals P.R.O. ref.
C.O.13. Vol.6. P.P.62 & 46.
14. S.An. Vol.I. No. 21, P.3. Sat. 20th Oct. 1838.
15. Archives 737/1837/206. J.H. Fisher to T.B.Strangways;
13th Nov. 1837.
16. S.An. Vol.I, No.21, P.3, Sat., 20th Oct. 1838.
17. See Archives 487; & Preliminary Land Order Book,
(Vols. I & IA.) Department of Lands)

18. Archives A206. J.H. Fisher to T.B. Strangways, 13th Nov., 1837)
19. F. & P. P.103; F & S. P.65. S.A.Co. L.B. (1) P.P. 121/5. D. McLaren to E. Wheeler; 12th Dec., 1837.
20. Archives A.206. J.H. Fisher to T.B. Strangways; 13th Nov., 1837.
21. Archives A.206. J.H. Fisher to T.B. Strangways, 13th Nov., 1837.
22. S.A.Co.L.B. (I) P.P. 121/5. D. McLaren to E. Wheeler; 12th Dec., 1837
23. S.A.Co. L.B. (I) P.P. 121/5. D. McLaren to E. Wheeler; 12th Dec., 1837. S.A.Co.K. Bundle marked "Managers Incoming correspondence, 1837." Ed.Stephens to D. McLaren; 30th Nov., 1837.
24. S.A.Co. M.D. D. McLaren to E. Wheeler; 2nd Feb., 1838. (The second choice, bought by McLaren for £90, was Land Order 135. This Order, originally in the name of W.A. Knox, was transferred to Knox's agent, A. Lindsay, who in turn sold it to McLaren on behalf of the Company (P.L.B. Preliminary Land Order, 135.)
25. The distinction made between the "Swamp" and "Sandhills" on the east side of the river explains the peculiar -shaped layout of the sections at the landing place - sections 11-14 fronting the canal and river bank on the swamp, or tidal flat as it was, and sections 1-10, together with the Government Reserve, occupying a low sandy ridge running roughly at right angles to the canal and parallel to the river. (See map, P. 295)
26. The following table is compiled from information contained in S.A. Archives 480. Numerical List of Town Acres in Adelaide and Port Adelaide: showing the names of original purchasers & prices paid etc.; and S.A. Archives 487. Numerical List of Acres in Adelaide: showing the names of the original purchasers.
27. S.A.Co. L.B. (I), P.135. D. McLaren to E. Wheeler, 15th Feb., 1838.
28. Note the soundings marked in the map (on P. 322)

29. S.A.G. & C.R. Vol. I. No. 38 P.P. 3/4. Sat. 13th Oct., 1838.
30. Archives A773. Reminiscences of Port Adelaide (the Old Port) 1838-9. Edward Holthouse - copy - printed in the Adelaide Observer, 1st Sept., 1888. P.42.
31. S.A.Co. L.B. (I) P.440. D. McLaren to E. Wheeler, 19th Oct., 1838.
32. For an account of the deliberations which took place over the site of the "New Port" we are indebted mainly to McLaren's despatches, which, unfortunately, are in places rather vaguely worded, so that the localities to which he refers from time to time as having come under consideration are not always easy to identify. If my interpretation is correct, however, the steps taken were as follows.
- 32a. S.A.Co. M.D. D. McLaren to E. Wheeler; 10th Nov., 1838.
33. S.A.Co.M.D. D. McLaren to E. Wheeler, 20th Nov. 1838.
34. S.A.Co. M.D. D. McLaren to E. Wheeler, 20th Nov., 1838.
35. S.A.Co.LB (II) P.136. D. McLaren to E. Wheeler; 10th Dec., 1838.
36. S.A.Co. L.B. (I) P. 440. D. McLaren to E. Wheeler; 19th Oct., 1838.
37. S.A.Co. L.B. (II) P.136 D. McLaren to E. Wheeler; 10th Dec., 1838.
38. S.A.G. & C.R. Vol. I. No. 45. Sat., 1st Dec., 1838.
39. S.A. (IV) P.212.
- 39a. S.A. (IV) P.213.
40. R.R. P.2, Clause 1.
41. Normally in lots of 80 acres. The survey of a quantity of 134-acre sections was a temporary measure on behalf of the holders of Preliminary Land Orders.
42. D.L. P.P. 1/2. Clauses 6-18.
43. C.C.L. P.197. R. Hill to Governor Gawler; 1st Sept., 1838.

44. If Gawler meant by "small Lots" acre-sections then of course his plan would have formed a violation of the letter of the regulations as well. I have assumed, however, that by small Lots he meant sections of 80 acres, which is more likely.
45. C.C.L. P.P. 38/50. Governor Gawler to R. Hill; 16th Feb., 1839.
46. S.A.Co. L.B. (II) P.161. D. McLaren to E. Wheeler; 5th Jan., 1839.
47. C.C.L. P.P. 38/50 Governor Gawler to R. Hill; 16th Feb., 1839
48. S.A.G. & C.R. Vol. II. No. 51. Sat. 12th Jan., 1839. Notice signed: Geo. M. Stephen and George Hall; 11th Jan., 1839.
49. S.A.Co. L.B. (II) P.P. 180/6 D. McLaren to E. Wheeler; 26th Jan., 1839. S.A. Co. M.D. D. McLaren to E. Wheeler; 22nd Jan., 1839. C.C.L. P.P. 38/50 Governor Gawler to R. Hill; 16th Feb., 1839. S.A.Co. L.S.B. P.28.
50. S.A.Co. L.B. (II) P.P. 180/6 D. McLaren to E. Wheeler, 26th Jan., 1839. S.A. Co. M.D. D. McLaren to E. Wheeler; 22nd Jan., 1839. S.A.Co. M.D. D. McLaren to E. Wheeler; 3rd Aug., 1839.
51. Section D which he obtained with his second choice had no connection at all with his plans for a secondary town. He took this section because it was best adapted for the Company's dockyard and shipbuilding enterprises. The attempt to establish these at Kingscote having failed, he had shifted his attention to the Port River. He selected D for his purpose because it had the highest ground along its bank, the deepest water close inshore and the advantage of slipway clearing along the North Arm. S.A.Co. L.B. (II) P.P. 180/6. D. McLaren to E. Wheeler; 26th Jan., 1839. S.A.Co.M.D. D. McLaren to E. Wheeler; 3rd Aug., 1839.
52. C.C.L. P.P. 38/50. Governor Gawler to R. Hill, 16th Feb., 1839.
53. Archives 393. Governor Gawler to D. McLaren, 19th Apr., 1839.
54. A.P. (S.A.Co.) P.721. Copy of a letter from G. Gawler to the Colonisation Commissioners for S.A., 24th Nov., 1840.

55. S.A.Co. L.B. (III) P.20. D. McLaren to E. Wheeler; 25th Apr., 1839.
56. S.A.Co. L.B. (II) P.P. 193/4 D. McLaren to C.S. Kingston; 5th Feb., 1839. *ibid.* P.P. 208/221. D. McLaren to E. Wheeler; 9th Apr., 1839.
57. C.C.L. P.P. 38/50 Governor Gawler to R. Hill; 16th Feb., 1839. S.A.Co. L.B. (II) P.P. 180/6. D. McLaren to E. Wheeler; 26th Jan., 1839.
58. C.C.L. P.P. 38/50 Governor Gawler to R. Hill; 16th Feb., 1839. S.A.Co. L.B. (II) P.174. D. McLaren to G. Hall; 25th Jan., 1839.
59. Archives 393. D. McLaren to Governor Gawler; 16th Apr. 1839.
60. Technically, at any rate. In fact, however, the Company were obliged, owing to the insolvency of the Commissioners, to accept, in exchange for the road a free grant of 12,000 acres of land after only small portion of the total debt had been paid in cash.
61. Archives 393. Governor Gawler to D. McLaren, 19th Apr., 1839. *ibid.* D. McLaren to Governor Gawler; 25th Apr., 1839.
62. S.A.Co. L.B. (III) P.P. 33/51. D. McLaren to E. Wheeler; 11th May, 1839.
63. S.A.Co. L.B. (II) P.P. 171/4. D. McLaren to E. Wheeler; 30th Aug., 1839. S.A.Co. L.S.B. P.23.
64. Archives 393, D. McLaren to Governor Gawler, 16th Apr., 1839.
65. S.A.Co. L.B. (III) P.P. 396/403. D. McLaren to E. Wheeler; 25th Jan., 1840. In return for these "important concessions" the Company were to form the creek bed into a "wet dock". The latter, however, never materialised, probably owing to the depression.
66. S.A.Co. L.B. (III) P.P. 305/317. D. McLaren to E. Wheeler; 20th Nov., 1839.
67. S.A.Co. L.B. (III) P.P. 319/321. D. McLaren to E. Wheeler, 27th Nov., 1839. *ibid.* P.P. 376/386. D. McLaren to E. Wheeler; 16th Jan., 1840.

68. Thereafter, the only means by which the Company could avoid competition was by tendering for the lease themselves, or by inducing the lessees to act in collusion with them - both of which expedients were used.
69. vide C.C.L. P.P. 38/50. Governor Gawler to R. Hill; 16th Feb., 1839.
70. S.A.Co. L.B. (IV) P.P. 90/106. D. McLaren to E. Wheeler, 28th Nov., 1840.

CHAPTER VIII

THE LAND SETTLEMENT SCHEME

"In the entire plan, .. this Company have been able to accomplish an object which has long since been the aim of the various bodies connected with Van Diemens Land and New South Wales, but without (so far as I can hear) a solitary instance of success."

R. J. Wheeler. 8/5/1837

(1)

"My great object," wrote Angas, reflecting on the motives which had induced him to join the Colonisation movement, "was in the first instance to provide a place of refuge for pious Dissenters of Great Britain who could in their new home discharge their consciences before God in civil and religious duties without any disabilities. Then in the next place to provide a place where the children of pious farmers might have farms in which to settle and provide bread for their families and lastly that I might be the humble instrument of laying the foundation of a good system of education and religious instruction for the poorer settlers." (2).

The most direct expression given by him to the second of these aims was his promotion of a scheme for leasing Company lands to "Experienced Farmers Possessing Small Capitals".

One of the incidental features of the "Wakefield System", with its insistence on a relatively high upset price for land, was the opportunity this afforded capitalist magnates to purchase lands and offer them on lease to settlers whose means were too small for them to set up immediately as independent proprietors. Angas was quick to recognise in this both a lucrative field of investment for himself and a convenient means of promoting his ambition of settling "pious farmers" in the new Province, and in June, 1835, soon after the publication of the first draft of Commissioners' Regulations, he wrote to Rowland Hill outlining a scheme of land settlement similar in principle to that adopted later on by the Company.

"There are many, very many Farmers at this time insolvent and every month increases the

number, but although in every respect these men are such as we shall want to take farms in the Colony, they have not a penny to help them out How shall we meet such a case? The following occurs to me viz:-

Suppose any gentleman of capital in England would invest £5,000 more or less in the purchase of land in the Colony. Send out a proper person for his land Steward. Then engage a proper number of poor farmers in England to whom he will let his farms of 80 acres each for 31 years or longer - He will then advance to his tenant, capital enough to pay his, & his family's passage out, to purchase implements .., seed & stock.., & also a sufficient sum to pay his labourers' wages for one year. Would not this scheme work? The landlord would always have the personal security of the Farmer & he might pay a fair interest of 5 p. cent or 6 p. cent for the goods and money. I cannot doubt but many benevolent & opulent persons might be found who would attempt this. Perhaps the Commrs. would offer such persons a bonus, say, let them have their land at 12/6 p. acre instead of 17/6 after the £35,000 shall have been raised." (3).

The Commissioners, however, appear to have been unenthusiastic. No such concessions were made to "benevolent & opulent persons" and the scheme was set aside until the formation of the Company gave Angas an opportunity of including it in the list of their future activities. Accordingly, the Prospectus gives notice of the Company's intention to carry into effect:

"The improvement and cultivation of their country land, and the leasing or sale of part of it if deemed expedient.

"The laying out of farms and the erection of suitable buildings thereon, and letting the same to industrious tenants on lease with the right of purchase before the expiration of such lease at a price to be fixed at the time of the tenant taking possession." (4).

The plans and preparations for this branch were more leisurely made than those for the maritime departments because unlike the latter^s, its operations could not begin in the Colony until the allocations of land had been made, and these of course depended in turn on the progress of the surveys.

Practically nothing was done in the matter until October the following year (1836) when Angus, at the request of the Board, began to enter into correspondence with "practical farmers", surveyors and others in various parts of the United Kingdom preparatory to drafting the conditions of a lease and a scheme for the regulation of the Company's tenants. In their optimism the Board expected that the Company would be in possession of their country lands by the middle of 1837, because it was proposed that the first tenants should leave England in April or May of that year to arrive in the Colony by August or September, in time for the Spring sowing. (5).

By the end of 1836 Angus's work was so far advanced that the advertisement of the project and the recruitment of emigrant farmers could be undertaken, and about January or February the following year a circular letter - the appeal "To Experienced Farmers Possessing Small Capitals" - was published outlining the main features of the scheme in the following terms:

1. The farming allotments were each to consist of a half, a whole, or a double section of freehold land (a section being 13 $\frac{1}{2}$ acres) according to the wishes and the resources of tenants,

- attached to which would be a square mile (or 640 acres) of land for exclusive pasturage.
2. Tenants were to have the privilege of selecting their own lands on arrival in the Colony.
 3. The rent, regulated by the size of the farm, was to be on the lowest possible scale, and vary every seven years - the rent for a farm of a single section of freehold and 640 acres of pasture land, for example, being about \$12 per annum for the first seven years with moderate increases at intervals throughout the remainder of the term.
 4. Tenants needing assistance to erect buildings, stock their land and pay their labourers, etc. would be entitled to advances proportionate to the amounts expended by themselves on their farms, on a pound for pound basis.
 5. After having repaid their advances, if any, tenants were to be entitled at any time to purchase their farms, with all fixed improvements, at prices specified in advance in their leases.
 6. To provide for the cultivation of his farm each tenant would be required to possess a small amount of ready cash which he would be expected to deposit (on signing the lease) with the Company in London, and for which an order would be given him on the Company's manager in the Colony. Before executing the lease the tenant would also be required to engage two labourers, married, and under thirty years of age, for whom a free passage would be provided in the same vessel as their employer.
 7. Each tenant with his family was to be offered "a most comfortable secondary cabin passage in first class roony coppered ships" with a separate cabin and the benefit of medical attendance for a comparatively small sum, which would also include provisions "of the best quality and ample quantity". (The expense of the passage was not expected to exceed £5 to £7 for each adult, or if superior accommodation were desired, £20).

8. Every applicant was to furnish the Board with "the most satisfactory testimonials and references, as to ability, character, and principles". (6).

Further details of the scheme not disclosed in the "Appeal" to farmers but appearing in the "Articles of Agreement" were as follows (7):

1. The tenant's choice of freehold land was to be subject to the limitation that it be made "not less than three miles distant from each town or towns in the ... Colony as are already located".
2. The leases were to be for a period of 21 years divided into three equal terms of 7 years each in the second and third of which both the rental and purchase price were to be higher. Thus the rental for a half section of freehold might be \$15 per annum during the first term, \$18 during the second, and \$20 during the third; while the purchase price might be \$168 if the farm were redeemed by the lessee during the first term, \$335 if within the second, and \$400 if within the third.
3. The tenant's lease or purchase of lands from the Company were to be subject to the condition that "all Mines, Minerals, and Quarries, which may exist under the surface of all the said lands .., shall be and remain the absolute property of the .. Company, who, and every, or any person claiming under whom shall always be entitled to a right of working and getting the same, and also a right of access and way to and from the said lands for that purpose" (8).

Soon after the launching of the project in England Wheeler sent full instructions and information about it to Malaren in a letter which is made particularly interesting by the insight it provides into the Board's deliberations on the principles and details of the scheme. As this important despatch is comprehensive, concise and

lucid there can be no point in paraphrasing it.

"My former letters contained intimations as to the arrangements in progress for working out the important plan of creating a Tenantry in South Australia, by leasing some of the Company's lands. Delay has necessarily arisen from the necessity of giving the most mature deliberation to a measure of such a complicated character ... but after much consultation a system has been determined upon which meets the unqualified approbation of all to whom it is named.

The circular to Farmers & the form of lease now sent will greatly tend to put you in possession of the principle determined on which is considered both simple and comprehensive.

As the lands held by the Company are all of the portion comprised in the preliminary sales which was divided into sections of 135 acres each, viz. 1 of town land & 134 of country land (both Freehold) with a right of exclusive pasturage at the rate of 640 acres for every 40 of Freehold land it became advisable to make that the basis, & as Farmers could not want anything with Town Land, the town acre, which would be the most valuable to us is left out & the size of the farms fixed at either 67 acres (or half a section) 134 acres (or a whole section) or 268 acres (or a double section) according to the wishes and means of the Applicant, all being Freehold Country Land.

Then as to Exclusive Pasturage - The Board, having been advised by competent judges that one square mile or 640 acres of pasture was almost more than any moderate Farmer could occupy & knowing that their own operations would be much more of a pastoral than an agricultural kind, determined on not allowing to each Farm the full extent allowed by the Commissioners, but to restrict it to one square mile for farms of one section or under, & to two square miles for larger ones, which while it afforded an ample quantity for the tenant would always leave abundance remaining for their own use, even were almost all their land to be let.

Having been enabled to get the Colonisation Commissioners to assent to an allowance

of about £18 towards the passage of every adult in the Farmer's family, and also to extend the restriction as to their age much beyond 30, and moreover to take out labourers for him free, an inducement is given to people with large families to emigrate and as their land would be valueless without they had labourers and as the labourer goes out free of expense to the Master, the Directors very properly require that they shall have some guarantee that the lands shall not absolutely lay idle and consequently require every tenant to take out at least two labourers. (9).

One of the most arduous duties in the entire arrangement was to fix such a price for the redemption of the farm as would be just both to the Company and the Farmer. On the one hand, the Board had to consider that they were inviting men to go to a new Colony, almost a wilderness, and a place where land could be absolutely bought of the Government for 20/- per acre, while it was also in the vicinity of the neighboring penal settlements where it could be got for 5/- per acre. On the other hand, the interests of the proprietary were to be looked at and the sum could not be fixed too low with the example of the increasing value of Lands in every new Country. Various methods were suggested, and even attempted, but without success The Directors then determined on fixing the price at a given sum as calculated to give satisfaction to all, and having reserved the town acre from each section, and retaining (sic) the royalties, they resolved on allowing the redemption of a Farm of 134 acres Freehold Country Land and the right to 640 acres of Exclusive Pasturage, for £200 ... and other sizes in proportion to be paid in cash and not to be redeemed until all loans had been paid off. This price, while a very handsome profit to the Company, who bought their land at the reduced price, was at the same time a moderate one to the tenant, and the restriction of letting no farm with a right of redemption, within three miles of a town, took away a ground for dissatisfaction with the Directors at fixing a price so low for their lands in the face of the great rise, in other Countries, of ground near towns.

In adjusting (sic) on the rent to be asked, the Board wished to make it as low as possible, and something in the shape of interest at Colonial rates. They therefore fixed

it, on Freehold Country Land at

1/6	per	acre	per	annum	1st	7	years
2/6	"	"	"	"	2nd	"	"
3/6	"	"	"	"	3rd	"	"

making less at the beginning, on account of the probable inability of the tenant to pay much, at a time, when so much was going out & so little coming in. The Rent of Exclusive Pasturage, is at the rate now charged by the Commissioners viz. £2.0.0 per square mile per annum.

The loan to be advanced by the Company you perceive is fixed at a sum equivalent to that deposited by the tenant with them, as Farming Capital. It appeared necessary to require that some money should be known to be actually possessed by the Farmer, & were it to be left entirely to him, the Company might be deceived, as a designing character might produce a sum, call it his own & so get a lease & then go and dispose of it all in payment of debts etc., without having any means of using his land. To secure us from this it is indispensable for the money to be lodged in our hands, & we charge no commission, & give an acknowledgement in the shape of a letter ... on you. All monies received on this account are placed to your credit as Manager in South Australia & not to the Bank Account. The Company then agree to hold such capital at his disposal in South Australia for investment solely in his farm, & after you are satisfied that it has been so laid out, then you are to advance, by instalments of fifty pounds, a corresponding sum. The question may arise what security have the Company for their advance? You will see by the wording of the contract for lease, that our advance cannot be touched until we know the tenant's own funds have all been expended in improving our lands, & as our money is only to be forthcoming gradually & no second sum drawn until we are satisfied as to the due expenditure of the former, an availing check is obtained over a misappropriation of the money which you will clearly perceive by reference to the clauses relative to the forfeiture of the lease (10). An objection arose to specifying the rate of interest these loans were to bear, on account of the uncertainty of the value of money in the settlement, & it was considered best to stipulate it should be that 'current in the Colony'.

.... Applications having been made to know if the Company would let Farms in South Australia, as well as in England, the question was submitted to the Board who came to the following resolution viz.:-

'that for the present all arrangements with persons residing in Britain for leasing the Company's farms be made in this Country, but that the Manager in South Australia be informed he may let farms to persons coming from the neighboring Colonies, making the Company's present form of lease the basis of the arrangement & not giving more favourable terms than those given by the Board.'

This will in a great measure convey to you the feelings of the Directors - they believe several have gone to the Colony contemplating taking one of our Farms there & a wish is naturally manifested by a settler to delay the definite conclusion of negotiations to the latest possible moment; & did a farmer know he could rent land on the same terms in Australia, as he could in England, then farewell to our letting any more farms at this end. It is clearly to the interest of the Company to fix him here if that is done he is secured as a South Australian, his energies are at once devoted to its welfare, he feels he is bound up in its prosperity, & is sure to exercise an influence more or less in its favour. But if he is undecided, if he only go to our Colony to see the place, & then decide as to his continuance there, or his settlement in one of the neighboring places, how different his feelings! how small the interest he cherishes in what relates to our movements, & how unfitted is he to encounter difficulties incident to a new Settlement. If he meet them he is soon disheartened, & off he would go to Sydney or Van Diemen's Land, abusing South Australia and all that belonged to it; but if a wholesome compulsion be exercised, as we do when we require the engagement here, he feels he has embarked in the speculation and forward he must go & upon this principle the Board wishes that equal privileges should not be given by you ... to Emigrants from hence, who will have declined executing a lease before sailing

But as much of the population of South Australia is expected to arise from the settlements in the vicinity of, and as it appears from good information learned here, that you will have many Emigrants from New South Wales and Van Diemens Land, it would perhaps be rather unfair to make the difference too great towards such. What the distinction should be towards either class appears too difficult to be fixed at this distance. It has been suggested that it should be an increased rent - again that the Company should make no advance by way of loan - each method had its advantages and objections and the Board finally agreed to commit the entire affair into your hands, as you would be able, from your residence on the spot, and consequent knowledge of all local affairs, to arrive at a more satisfactory conclusion I have alluded to the form of lease If you read the document carefully you will find it is only a contract for a lease, as it was impossible (our solicitors stated) to make a lease here - but it is so drawn ... as almost entirely to render any fresh document unnecessary

I mentioned the rent charged by the Company on Exclusive Pasturage was £2 per annum for a square mile. You are aware they hold it of the Commissioners of a yearly rental of only 10/-, thus leaving them a handsome profit, but to let it for less would not be politic as the Commissioners have long since raised the rate to that we now ask." (11).

On the whole the scheme was generously received. It was calculated to yield a handsome profit to the Company, but its terms were liberal enough to offer genuine prospects of independence, barring accidents, to the class of farmers for which it was designed. Under its provisions suitable emigrants with as little as £50 to invest could lease, 67 or more acres of the best land in the Colony with a right of purchase at any time at the rate of £100 for every half section, paying in the meantime an annual rent equal to about 10½% of

the redemption price (12). In addition, tenants received assisted passages and were entitled to advances from the Company equivalent to the total of their own expenditure at interest no higher than the loan rate in the Colony.

Wheeler, no doubt reflecting the Board's own pride and optimism, over the arrangements, was prepared to hail the scheme as a triumph even before it was properly launched. "In the entire plan ..," he told McLaren, "this Company have been able to accomplish an object which has long since been the aim of the various bodies connected with Van Diemen's Land and New South Wales, but without (so far as I can hear) a solitary instance of success." (13).

The details of the farmers' plan reached the Colony towards the end of October, 1837, to be greeted by McLaren with almost unalloyed dismay. It astonished him first of all to learn that the Board should actually have begun to grant leases to applicants when they knew that the Company had as yet no lands to offer. The surveys were still incomplete and no date had been fixed for the selection of the preliminary sections. Nor was there any prospect of the selections taking place for some months. Moreover, as he pointed out, even when the choices had been made further delay would necessarily occur through the need to survey, mark out and fence the farms. In the meantime, what was he to do about the tenants, who, as matters stood, would have to wait for months on end for their farms while their little capital was drained away by

living expenses? The first two, Messrs. Hillier and Wilson, had arrived at the same time as the despatches bearing the news of the Board's measures, and although he had managed to fob them off for the time being the continual arrival of others similarly circumstanced must sooner or later result in an action against the Company for breach of contract.

The prematurity of the Board's measures was not McLaren's only objection to them. The terms, he declared, were far too low. The hunger for land in the Colony caused by the delay in the surveys and influx of emigrants had driven up the value of preliminary sections in many areas to figures far in excess of the price paid for them; and while the Company were, by the existing arrangements, asking £100 pre-emption for a 67 acre leasehold McLaren pointed out that as much as £200 was being refused in advance in the Colony for farms of the same size. The scale of rentals fixed by the Directors was also too low, the 10½% annual rent asked for sections valued at £200 falling short of the Colonial interest rate on mortgages by 4½%.

McLaren wrote by the first opportunity begging the Board to discontinue the scheme altogether until the allocations of preliminary sections had been made and a better appreciation of land values had been acquired.

"I give you this advice, not only because of the present state of the Surveys ... but because I am persuaded that the selection of

the Company's Lands and the judicious and profitable employment of men is one of the most important measures in the future operations of the Co. and while I admit the propriety of your remarks ... as to securing an immediate interest on the part of Tenants while in England I am of the opinion that till you are in possession of the facts relative to the position, and the peculiarities of the Lands actually chosen for the Coy. and the rates of Rental obtained or obtainable in the Colony you cannot grant such contracts in London without very great risk of forming disadvantageous embarrassing, or even impracticable arrangements." (14).

But before these protests of McLaren could reach the Board, acting on information received from other sources, raised the scale of rentals for all future leases (i.e. from about the end of November) to 2/-; 3/-; and 4/- per acre per annum respectively in each of the seven-yearly periods - an overall increase of 6d. per acre. Pre-emption prices were likewise raised to £2 per acre during the first seven years (an increase of a little over 10/-); £3 per acre during the second seven; and £4 per acre during the third (15.).

These increases, however, which Wheeler now revealed as having been proposed all along - the original rates being intended merely to attract interest in the scheme - were still insufficient to satisfy McLaren. The continued rise in the value of lands in the Colony had rendered the new scale as low in proportion to current rentals and prices as the old scale had been. The Board's revision, therefore, served merely to confirm him in the view that the details of the scheme should be left for settle-

ment locally.

Among the "evils" arising from the Board's precipitancy in launching the scheme was the trouble occasioned by the clause in the contracts for leases allowing tenants a choice of lands belonging to the Company "not less than three miles distant from such town or towns... as are already located". Most of the tenants seem to have assumed that they were entitled by this clause to choose their farms from among any of the Company's lands lying beyond the limits specifically referred to. The clause itself certainly implied this; and one tenant in support of his claim ingeniously produced a letter from Wheeler promising him a choice of "all the unappropriated" lands. The catch of course lay in the meaning to be attached to the word "unappropriated". The Board's intention, as Wheeler later explained - though this was evidently not made clear to the tenants before they left England - was that McLaren should appropriate for the Company whatever lands he thought expedient beyond the urban limit and allow the tenants to select their farms from among the sections then remaining.

The confusion was heightened by the difficulty of determining in advance of the preliminary selections precisely what lands could or should be reserved for the Company. Obviously, until it was known definitely what lands were actually secured to them, there could be no decisions as to their relative values. Nor could such

decisions be reached immediately the lands were allocated. The Company's sections, when selected, would be numerous and scattered and a realistic evaluation of them could be reached only through the effluxion of time and the careful examination of them. But by the time the preliminary selections took place (May, 1938) there were already eight tenants on hand all clamouring for immediate satisfaction, and some of them threatening legal proceedings to obtain compensation.

As soon as the selections were over they waited on the embarrassed McLaren with a written ultimatum demanding that they be allowed choices from the whole of the Company's lands outside the urban limit. McLaren, anxious on the one hand to prevent the establishment of such a precedent and on the other hand uncertain of his power and afraid of antagonising them any further was at length forced to compromise by allowing them a choice of five sections in District A (the surveyed area) and two in any one of the Districts not yet thrown open for selection, which was equivalent to giving them the choice of the whole of the unappropriated sections on the map (some 300 in number) (16). All except the tenant, John Hillier, agreed to this arrangement, Hillier demanding a release from his contract and compensation to the amount of \$150. He had been waiting more than seven months for his farm and now his means were exhausted McLaren cancelled his lease and sent him away with \$50 (17).

The Board's management of the scheme, and in particular what seemed to him their obstinate and injudicious refusal to allow him full freedom to determine rentals and redemption prices, irritated McLaren intensely.

"In their protracted deliberations on the Subject of leasing Farms, the Directors have been influenced by the most commendable Motives - but Oh that they had left that matter, in its details to be settled HERE

I cannot put the impolicy of their measures in a stronger (light?) ... than by mentioning that Mr. Tho. Wilson Jr. claims \$500 - for having been kept 7 mos. out of that which he can buy from us any day, for \$100 - !! As another view of the matter I beg to state, that Mr. Morphett asks or means to ask 15/- or 20/- p. acre of annual Rent for some of his near the town-reserving the timber as well as the Minerals, and will not give a larger lease than 5 or at most 7 years, and you have engaged to take 30/- p. Acre as a Price for the fee Simple w. right of Pasture etc. - Alas, alas.

A most serious difficulty occurs as to the Location for these Tenants - They plead, that they ought to have the choice of all the Cos. Lands beyond three Miles from town - so that nearly all their advantages which the Co. might have reaped from their preliminary choices - and from the Land, the most prosperous part of their multifarious concerns are thrown away. On what principle the rates are fixed I cannot imagine. It could not be, with any reference to the current rate of Interest here, and the redemption price is still more singular. The estimate you have made of the advantage of the Preliminary choices has been very small indeed - I have no doubt but I could sell any of our choices on the map at from \$400 to \$600 - and now we must give them away @ \$200 and perhaps pay the parties more than this for taking them .. From the tenor of your correspondence, I dread a fresh accession of tenants by every ship. I have fixed on 5 Sections on the map for the 8 tenants now here, that come what way of profit or loss - good faith may be kept, and I beg that you will note particularly that thereafter, We have no Land which we can let within 12-miles of Adelaide, which with the exception of Kingscote is the

only town in the Province, but even that land when we get possession of it will be worth double purchase money, and five times the rental, that we shall get for it ... in future engagements with tenants, I think you ought to leave the rent - and other details to be determined here to introduce it or not - unless you think proper to restrict him from introducing it at all - or only to a certain extent." (18).

Charity in business matters always began at home with McLaren and enterprises like the farmers' plan which professed to aim at something less than maximum profits were foreign to him. He paid lip service to the Directors' "commendable motives", but it is clear that he saw these aims as legitimate only so long as they formed no impediment to the scheme's operation as a money-making machine. The Board's attitude on the whole was broader than McLaren's and more generous. They were deeply interested in the lucrative aspects of the plan but not so obsessed by them that they were prepared to neglect every other consideration. McLaren was more than once reminded that the obtaining of a reliable and deserving tenantry was not less important than high rentals, and that it was not the Court's wish to drive bargains in which the advantages were all on the side of the Company (19). Moreover, apart from the fact that the scheme was originally designed to help rehabilitate poor farmers the Directors were aware that the liberal terms offered by them had aroused a great deal of interest in the Colony from which the Company might expect to benefit indirectly.

"Your remarks upon the Farmers' plan," wrote

Wheeler, referring to McLaren's protests on first learning of it, "are forcible and have been maturely considered by our Agricultural Committee & the Board, but they cannot coincide in your conclusion that the plan should be stopped. You may depend upon it, that had the Company not taken up the scheme, & used the means they have to make it known South Australia would not be what it is. The Colony was last year almost unknown & the Commissioners would make no efforts to excite the public mind, & I am persuaded it was our measure, coupled with its novelty, & also its liberality that have produced the unflux of wealthy settlers now landing on your shores. So great is the notice we have acquired, & the enquiry-making for Farms, & I may add, the many persons in treaty, who, it was feared, had made arrangements to emigrate under our auspices, & relying on our stability, that it would have been dangerous to have given a sudden check when we got your letters. All we could do was to tighten our restrictions & make it rather more difficult of access." (20).

.....

"time alone can show how much the present population, & value of property in the Colony, is owing to our efforts etc. to send our farmers - it is not merely those who go out as our tenants, but those who are related to and/or (are) drawn by our tenants, as well as those, who from negotiating for leases have subsequently emigrated as small land owners, that are planted in the Colony through the instrumentality of the Farmers system - & you must admit that South Australia could never have surmounted its calumnies & opposition from without & its dispute & disorder within, had it not been for the steady, continued influx of settlers & capitalists who now constitute its present honour, & give stability & value to all it contains." (21).

At the same time it was no part of the Board's intention to dispose of lands at rates which were excessively low, especially as it was realised that under the present terms a strong inducement existed for tenants to profit at the Company's expense by using their farms for specu-

lative purposes - redeeming them from the Company and disposing of them again at advanced rates. Further increases were therefore sanctioned to bring the rates into closer relationship with those current in the Colony - the first, a substantial one of a 1/- an acre rental and £2 an acre redemption in each seven-year period, being introduced in June, 1838, and followed a month or so later by another increase of a 1/- to bring the scale of charges to 4/-, 5/- and 6/- rental and £4, £5 and £6 redemption (22).

On learning of the trouble McLaren had had with tenants over the choice of their lands the Directors modified the contracts to accord with the steps taken by McLaren himself - i.e. the tenant's right of choice was limited to any one of five farms offered to him by the Colonial Manager - McLaren being instructed "to point out such as shall yield the Company a fair compensation, not much below the current prices of the Colony, & also give satisfaction to the farmer, by convincing him he has done a little better than he could elsewhere." A clause was also inserted in the contracts allowing the tenant, if not satisfied with the selection offered him, to cancel his agreement on payment of a £5 fee (23).

These modifications served to remedy most of the worst defects in the scheme, but the increased rates, though causing a noticeable reduction in the demand for farms, still fall short of those prevailing in the Colony

by a fairly wide margin. To illustrate this McLaren stated in December that good country sections, and especially those close to the town, were bringing as much as \$500, \$1,000 and even \$1,200. Hindmarsh, for instance, sold two sections fronting on the park lands for \$1,000 each. These prices were abnormally high, but he nevertheless gave it as his considered opinion that on present values the Company's country sections were worth on an average \$400 each, undeveloped (24). The rental of 4/-; 5/- and 6/- for a twentyone-year lease he contrasted with the terms obtained by Morphett for a thirty-year lease of section 257 (fronting the Torrens), without a right of redemption, namely: 5/- an acre for the first 5 years, increasing by 5/- at the end of every fifth year. (25). "The advance," he told the Board, "is totally inadequate - it is throwing away your chief source of revenue & Profit - it will involve us in inextricable & expensive difficulties. We have not land three miles from town to give them, we will not have the lands in the reserved districts for six months yet. And what am I to do with the host of tenants whom you send out in the meantime - I dread to open your letters." (26).

By the end of the year the Board had engaged altogether 27 tenants, renting a total of 2,077 acres of freehold and 17,920 acres of pasturage. All but two of these tenants engaged for farms of 67 acres each, the exceptions being Stephen Sleep, 134 acres, and

M. Rogers, 268. Of these, about 19 had reached the Colony and 16 had been settled on farms in the Adelaide district—the other three having cancelled their agreements. So the amount of land actually under occupation by the Company's tenants in December, 1838, was 1,876 acres of freehold and 16,000 acres of pasture. Of the eight tenants who followed later five cancelled their agreements before lands could be allotted them. The amounts of farming capital possessed by these tenants varied from as little as £50 in one case to as much as £600 in another. The average, however, was about £150 (27).

The heavy increases in the rates of rental and redemption during 1838 resulted in a sharp reduction in the demand for farms, especially towards the end of the year (28), and when the rates were increased again in the first quarter of 1839 applications dwindled to a trickle. In fact, during the five months between December and May no tenants were engaged at all (29).

The scale fixed upon in July, 1838, remained unaltered until about March the following year when the redemption price was raised by £1 and rental by 1/- in the first seven years (and probably by the same amount in the two succeeding periods although there is no documentary evidence of this) (30). Two more tenants engaged for half-section farms on these terms between May and June, after which the redemption price was again increased by £1 per

acre, bringing the scale to £6; £7 and £8 (31). This seems to have been the most the English market would stand, and on these terms only four more tenants were obtained - the last two signing their agreements in August.

Thus, between the beginning and middle of 1839 the stage was finally reached where the scheme ceased any longer to attract English migrants, and thereafter recruits were drawn entirely from settlers already in the Colony.

The total number of tenants sent out from England prior to the cessation of recruitment there was 33. Of these 7 are known to have cancelled their leases soon after reaching the Colony, the remainder renting altogether about 2,412 acres of freehold and 21,120 acres of pasturage.

The facilities offered by the scheme - such as they now were - remained open in England for any who cared to interest themselves; but as none did, the activities connected with it became confined to the Colony (32). McLaren, it will be remembered, was authorised from the outset to engage tenants in the Colony on terms somewhat less favourable than those being offered to applicants in England. Apart from this general rule and the caution "not merely to regard high rents but to feel the importance of getting good tenants who will pay punctually" he was left to reach agreements more or less on any terms he thought expedient. In a letter to Kingscote in October, 1838, George Morphet, a shareholder, complained that he was so "grasping" and "over reaching" in his dealings with

tenants that he was frightening away business (33). How much truth there was in this it is not possible to say, but, as may be supposed, from the tenor of his remarks on the rates fixed in England he was a good deal less liberal than the Board.

Instead of adopting a uniform scale of rental and redemption and providing the same set of privileges and obligations for all tenants, as the Board had done, McLaren appears, from the rather scanty information available, to have varied his terms between tenants according to circumstances peculiar to each case - e.g. the means, experience and personal character of the applicants, the land they were to occupy, the kind of farming in which they proposed to engage, current prices in the Colony and so on. For this reason it is unsafe to draw any general conclusions from particular instances. In most cases, however, he seems to have withheld the privilege of the pound for pound loan and also the right of exclusive pasturage. In the agreements made with tenants in England all mines, minerals and quarries, with right of access to them, were reserved to the Company. In leases concluded locally the same reservations were usually, though not invariably, made. All leases concluded in England were for a period of 21 years, with increased rates of rental and redemption at the end of every seventh year. McLaren sometimes departed from this by granting leases of 7 or 14 years' duration with

adjustments of rental and redemption within the periods into which the leases were divided - e.g. at the end of the 1st, 4th, 7th and 10th year of a 14 year lease.

This system must have been more satisfactory from many points of view than that which governed the leasing of farms in England. For although the Board had little option but to adopt a uniform set of conditions and scale of remuneration the precise nature of each individual bargain was necessarily obscure for both parties until the lessee had actually selected his land in the Colony.

Tenants sent out from England were not seldom disappointed with the land offered them on their arrival and apt to complain that they had been deceived. As McLaren pointed out at the beginning, leases concluded locally obviated dissatisfaction on both sides since each agreement could be more intelligently made - viz. with reference to the wishes and intentions of the applicants and to actual local conditions.

The following, selected at random from McLaren's correspondence with the Board and others, will serve as examples of the terms offered to lessees in the Colony between August 1839 and November the following year.

October 1839

Section 347 to J. Hallett for 21 years at:

10/-	per acre	during the	first 7 years
12/6	"	"	" second 7 years
15/-	"	"	" third 7 years

with right of redemption at:

£5	per acre	during the	first 7 years
£6.5.0	per acre	during the	second 7 years
£7.10.0	per acre	during the	third 7 years

the lease reserving the right of road, mines and minerals, but not quarries. The tenant not entitled to any right of exclusive pasturage nor any advance of money as farming capital. (34).

December 1839

Half section 249 to W. Finlayson for 7 years at 10/- per acre. Right of redemption at £7.10.0 per acre. No advance of money as farming capital. (35).

February 1840

Half section 350 to Messrs. Lucking, Palmer & Steam for 14 years at :

5/- per acre during the first year
7/6 " " " " next 6 years
10/- " " " " next 7 years

with right of redemption at:

£5 per acre during the first 7 years

£6.10.0 per acre during the second 7 years

the lease reserving the right of road, mines, minerals and quarries. (36).

February, 1840

Section 391 to Johnstone for 14 years at:

12/6 per acre during the first 7 years

15/- " " " " second 7 years

with right of redemption at £10 per acre. (37).

May 1840

Section 234, District B, to T. Matthews for 14 years at:

5/- per acre during the first year

10/- " " " " next 6 years

12/6 " " " " next 7 years

with right of redemption at:

£10 per acre during the first 7 years

£12.10.0 per acre during the second 7 years. (38).

August 1840

Section 307 to R. S. Cooke for 21 years at:

10/- per acre during the first year

12/6 " " " " next 6 years

15/- " " " " next 7 years

17/6 " " " " next 7 years

with right of redemption during the first 7 years at £1,500. (39).

November 1840

Section 234 to T. Taylor for 21 years at:
 7/6 per acre during the first and second years
 10/- " " from " third to seventh year
 12/6 " " " " eighth to fourteenth year
 15/- " " " " fifteenth to twenty-
 first year
 with right of redemption at:
 £7.10.0 per acre during the first 7 years
 £8.15.0 " " " " second 7 years
 £10.10.0 " " " " third 7 years. (40).

It would be worthwhile here to devote some attention to the activities of the tenants up to this time - to consider the problems they faced, the ways in which they met them, the extent and variety of their crops, flocks and herds, the improvements they made on their properties and so on. Surprisingly enough, however, in spite of the great amount of detailed information preserved in the Company papers on most aspects of their operations very little material on these heads prior to the end of 1842 has survived, and a search of their correspondence, registers, journals and other documents yields but a few miscellaneous and unrelated fragments of information from which no clear picture can be obtained. The rent rolls have disappeared, and the Company's land register, which purports to contain a record of all lands bought, leased and sold by them between 1837 and 1920 is, in fact, very incomplete. This, and the absence of any returns which may have existed setting out details of the land under cultivation etc., has made it impossible

to establish, among other things, precisely how many tenants were engaged in the Colony between 1837 and the end of 1841 (available information suggests the number to have been 30-35); how many there were altogether at various times throughout this period; the extent of the freehold under lease; where it was situated, how subdivided, improved and employed; and, with the exception of the years 1840 and 1841, what revenues were received in the form of rent. Most of what is known of a statistical nature relates to the tenants engaged in England and is gathered together under Appendix XV .

It is not until the depression years when the Company acquired a direct interest in the produce of their tenants, as distinct from their money incomes, that the correspondence between the Colonial Manager and London office begins to touch on their actual farming operations. Hitherto, so far as can be gathered, the management appear to have taken no great interest in what their tenants were doing on their farms providing they paid their rent.

What, then, can be gathered from the information that is available?

Of the thirty-three tenants sent out from England no less than seventeen had withdrawn from the scheme by the end of 1842. Of these, nine are known to have cancelled their agreements for leases before ever lands were allotted to them; six withdrew after taking possession

of their farms, and two died. Five more relinquished their holdings during the following five years, so that by the end of 1847 only eleven of the original number remained. This was quite a heavy rate of "mortality", and one of the notable features of it is that over half the casualties occurred before the end of 1840 - i.e. before the financial crisis and the onset of the depression. Very few particulars relating to these early failures have survived. Those which do exist, however, all point to the high level of prices and wages as the main cause.

Most of the Company's tenants were equipped with a farming capital of about £300 (i.e. £150 of their own money and an equal amount available on loan from the Company). A good many of them probably had a little more besides that which they deposited with the Company. But even if it is supposed that tenants had, on an average, nearer £350 to £400 this would still have been barely enough to have begun farming operations in a wasteland with prices and wages at the level they attained prior to 1841. Giles, and his large family, could not keep body and soul together on less than £400 a year. Schreyvogel needed £80 for himself, and Hare and his wife could not "make ends meet" on less than £200. Most farming emigrants, however, had to meet, in addition to their living expenses, the cost of labour (if they could not manage without help) and that of improving and cultivating their land. In August, 1839, McLaren, reflecting on

the cancellation of their leases by five of the tenants, remarked that: the high level of prices and wages made it "very difficult indeed for small Capitalists to get on excepting as Dairymen Gardeners etc." (41). Working bullocks were then about £20 each; horses, from £70 to £150; and fencing was from 10/- to 12/- a rod. Labourers were getting 7/- to 10/- a day and tradesmen 13/- to 14/- and more. Shortages in many of the items necessary for the carrying on of agriculture were acute and prices prohibitive. The pressure of high prices on small holders was touched on by the editor of the "Register" in October, 1839:

"Agriculture has not as yet had a fair trial, although all parties agree that the soil is capable of producing any thing; but the expense of enclosing land is very great, and the price of labour and of provisions is at present so high that few but men of large capital or practical working farmers have ventured upon agriculture on a large scale. The average wages of farm servants £50 per annum, with their rations; females from £12 to £18. Bread is 1/6 the 2lb. loaf, flour 8d. per lb., salt butter 2/6 per lb., fresh butter 3/-, milk 8d. per quart (lately 1/-), eggs 3/- per dozen, potatoes 25/- per cwt. (lately 36/-), rice 3d. per lb. (lately 8d.), oatmeal 6d, bottled ale and porter 18/- per dozen." (42).

It must be remembered also, that few settlers could expect to derive any returns from their farms for the first twelve months, nor, perhaps, a profit for eighteen months or two years - in addition to which they had to contend with the difficulties of learning how to farm in their new environment.

Just a week before McLaren made his remark about

the difficulties facing "small Capitalists" a correspondent of the "Register" named Robert Roselden took the Company to task for their failure to shoulder a larger proportion of the costs of establishing their tenants' farms - especially with regard to fencing.

"Land to a great extent," he writes, "has been in possession of the owners upwards of nine months, yet there are but few instances of cultivation even by proprietors. Industrious farm tenants are scarcely to be found, except a few individuals renting of the South Australian Company The expence of cultivation is stated to bear so great a disproportion to any probable return, that no profit can possibly arise. I admit the expences are very heavy; but it must be borne in mind that a great proportion are for permanent improvements, such as building and fencing, which ought not to be made a charge on the annual returns of the farmer, but an investment, the interest on which is chargeable on the produce of the farm - and it is moreover an expence that should be laid on the freehold, not on the tenant, as is done here: the latter circumstance has done much to retard farming operations. The building and fencing clauses in the leases of the South Australian Company prevents (sic) the success of their tenants to an extent which would otherwise be certain. The disappointment and dissatisfaction which has often occurred would have been avoided had the Company, seeing the mischievous operation of this clause, introduced a remedy, and by themselves providing the necessary buildings and fencing, as I contend they ought to do, have enabled the tenant to employ his whole capital in farming; they might have had a tenantry far more numerous and thriving than at present. Unless proprietors of land will take their share of the expences incident to the cultivation of the soil, to look for a prosperous tenantry is hopeless" (43).

In a letter to the same paper in April a correspondent subscribing himself "An Old Settler" stated that £500 was minimum with which the cultivation of an eighty

acre section could be undertaken at that time.

"An eighty acre section could not be brought into cultivation at the rate of only twenty acres per annum, and at the present price of labour, under a yearly outlay of £130, exclusive of the farmer's own personal work. Six bullocks at £20 each and two strong ploughs would be required to commence with; and the capital on the whole, ought not to be less than £500 Pastoral farming is preferred at present, because the greatest return can be secured with the least expenditure of capital and labour." (44)

In the circumstances it is not easy to see how the Company's tenants, with the additional burden of rental, could have lived and developed their holdings on a capital of £300 or £400. Some no doubt supplemented their resources by market gardening, dairy farming and casual labour, but even so the prospects of success must have been small, especially for those with young families to support.

Originally the amount deposited with the Company as farming capital was left to the discretion of the tenant. By March, 1839, however, the Board had made it compulsory for tenants to lodge not less than £150 for a half section farm, £300 for a whole section, and £600 for a double section. This scale was not altered up to the time when applications for farms ceased in England, but the "Address to Farmers" of June, 1840, states that "nevertheless, no farmer should proceed as one of the Company's tenants, unless possessing, either from his own resources or his friends' assistance, at least £250 to £300, for a half section farm, and £500 to £600 for a whole section farm." (45).

So by 1840, apparently, it was thought inadvisable to attempt the development even of a 67 acre holding with less than about £600.

The financial depression which beset the Colony between 1840 and 1843 was a bringer of mixed blessings where the farming community were concerned; for while it lowered prices very substantially and created an ample fund of cheap labour it brought with it, also, its tide of foreclosures and distraints, a contraction of credit, and a severe shortage of money which threw small holders, for the most part, entirely upon their own resources.

The Company's tenants were squeezed in two ways. The majority of those who had arrived from England and begun their operations during the period of inflation were obliged to spend so much of their capital on draught animals - and some had sought to avoid the expense of agriculture by engaging in pastoral and grazing activities - that when the lean years arrived their farms were still largely unimproved and they themselves were on the edge of insolvency (46), with no prospect of further financial assistance from the Company or anyone else. As the crisis approached the Company "put the screws down" heavily on credit transactions of every description and, as part of their tightening up policy, made it a firm practice not to advance money to their tenants (47). The latter could not mortgage, sub-lease or dispose of any portions of

their holdings, and since their moveable property and personal effects were virtually unaleasable they had either to manage on whatever resources of money and muscle they possessed or join the ranks of the destitute.

The plight of the tenants who engaged for their farms in the Colony could scarcely have been less desperate. Their rentals were generally somewhat higher to begin with, and far more steeply graded; and most, if not all, had been obliged to develop their holdings without the benefit of the pound for pound assistance enjoyed by the "English" lessees.

The Company papers, as stated earlier, are sadly deficient in detailed information, but the general situation of the tenantry at the beginning of the depression is clear enough. Most of them to put it simply, had no money. Some were in difficulties even before the end of 1840, and when McLaren left the Colony in January the following year arrears of rent were already mounting (48).

"The pecuniary affairs of the Colony," wrote Giles a month later, "have been gradually getting worse since your departure, it is now impossible to get cash for anything, the rents are in about the same state of arrear as when you left some severe threats have been useful in getting in amounts without recourse being had to distraint. Mr. Bartley who is consulted daily in all important matters is quite as anxious as myself to avoid these ultra measures as much as possible." (49).

Giles' reluctance to adopt "ultra measures" arose from purely business considerations. Not only was money scarce, but most of the tenants' personal property had been purchased when prices were far above their present level. Moreover, to sell up part or all of their little property in order to obtain arrears of rent could cripple their farming activities to such an extent - if it did not ruin them altogether - that the prospect of their being able to pay when the next instalment fell due would be slight. Finally, the adoption of measures which would be certain to force a number of the present tenants off their farms would be inexpedient unless there was a certainty of finding more suitable leasees to replace them, and the existing complexion of affairs exhibited no such certainty. At worst, a policy of this kind could leave the Company with empty farms, a quantity of bad debts and little or no revenue.

As the depression deepened Giles found his earlier view of the problem confirmed.

"I have given Mr. Bartley several of the largest amounts to enforce by legal proceedings; if he cannot obtain payment he will have to resort to Distraints, but these ruinous extremes will never be resorted to until all others have failed - I am persuaded the Directors must see, that during the present crisis, we might inflict evils on their tenantry which could never be repaired." (50)

.....

"Distrant¹ for Rent, which in England is generally so successful, in South Australia has become almost a useless effort to secure

the Landlord in the present state of the Province you may put up a Thousand Pound (sic) worth of Property and it will not realise one fourth of the Amount by public Sale; this I hope will be a sufficient explanation of the Conduct of the Board of Advice, in permitting such a heavy accumulation of arrears of Rent .., without having recourse to the usual legal measures for the recovery." (51).

"The adoption of the most rigorous measures in obtaining payment from all the Debtors of the Company would in the present state of Monetary Affairs, be not only the ruin of the Tenantry & other Debtors, but very seriously affect the interests of the S.A.Co. and the general welfare of the Colony." This is the unanimous opinion of the Board of Advice." (52).

Applications for leases throughout 1841 were numerous enough, but the great majority of persons offering themselves lacked sufficient funds to give them any prospect of survival and had to be rejected. Giles reports a sharp decline in the number of farms leased between January and December and although he took good care - as he thought - to ensure that the means, character and experience of new tenants were satisfactory some of them were indifficulties before the end of the year. (53). The turnover of new tenants, in fact, was so brisk that Giles adopted the novel expedient, in doubtful cases, of taking them on probation - i.e. of refraining from entering them in the rent roll or of preparing leases until they had been in occupation of their holdings for some time and were making sufficient progress to satisfy him (54). If they succeeded, so much the better, if not, there was no great harm done. The Company might

obtain a few pounds in rent and have the benefit of their improvements for nothing. It was not the sort of arrangement that would normally have appealed to the Board, but in the circumstances they raised no objections.

Prices and wages had fallen so far by the first quarter of 1842 that Giles could recommend a resumption of recruitment in England on the ground that a whole section could now be worked for £300 or even less i.e. one third to a quarter the amount thought necessary in 1839-40. (55). Nothing came of the suggestion, however, as the Board found it impossible to get tenants in England owing to the discontinuance of assisted emigration (56).

The total indebtedness of the Company's farm tenants for rent at the end of September 1841 was £1,678, while revenue, computed on the 31st of the following month, amounted to £2,377 (57). Giles expected to recover most of the arrears after harvest, and to be certain of securing as much as possible from the tenants he sent round a messenger to warn them that unless their debts were paid in cash or produce distrains would be made upon their farms. (58). In spite of this threat, however, it is unlikely that distrains were made in other than exceptional cases, because it was less than a month later that the Board of Advice rejected proceedings of this kind as inimical to the interests of the Company.

The expedient of accepting grain in lieu of cash for for rent proved successful, or at least the best arrange-

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ment possible in the circumstances, and until 1847, when the returns from small farming in South Australia had begun to improve, the Company continued to sanction it as a regular mode of payment. The practice had an advantage for the tenants in that it provided them with a ready means of disposing of their produce at average or better than average prices. The Company could afford the tenants a fraction more on their produce than they might have obtained in the market because, as millers and ship-owners, they were able to grind the grain themselves and convey it to the best markets in their own vessels. For the Company the system had also the advantage of enabling them always to exact from defaulters the maximum consistent with their survival.

The ten years which followed the crisis of 1840 saw a steady increase in land settlement and the establishment of agriculture on a wide basis. By the end of 1842 the transition to country settlement was complete, and the greater part of the unemployed had been absorbed into primary industries. In that year 18,940 acres came under the plough, and of the total, 14,000 acres were sown to wheat. In 1843 the acreage under cultivation had risen to 28,690, with 23,000 acres under wheat, 3,300 under barley and 790 under oats. Thus, between 1840 and the end of 1843 the total area of land in production had expanded by about 26,000 acres to yield an

aggregate return valued at £66,160 (59).

By 1843 the Colony was well on the road to recovery from the financial crisis. But while the early 'forties - say 1841-7 - present a picture of spectacular agricultural progress in terms of statistics it would be a mistake to suppose that they were years in which producers themselves enjoyed any great prosperity. The truth is that for most small holders, including the Company's tenantry, they were years of toil, disillusionment and often of grinding poverty.

The rapid growth of agriculture brought with it the problem of securing permanent and remunerative markets. By 1843 South Australia was marketing over twenty times the quantity of wheat produced in 1840 and more than eight times the amount of barley; and as the population had increased in the meantime by only about 4,000 to 5,000 it was becoming a pressing necessity to find outlets for the increasing annual grain surpluses. This was not an easy matter. Exports to the other Colonies and to the markets of Mauritius, South Africa and New Zealand were limited, and in the mid-'forties the commencement by the eastern Colonies of large scale importations of cheap wheat from South America restricted the market for South Australian producers still further.

Although efforts were occasionally made to sell wheat in England the British exchange was virtually closed to South Australian producers owing to the prohibitive duties

imposed by the Corn Law, and to the problems involved in the shipment of grain. Until the Corn Law was repealed in 1849 the mother country demanded an impost of $4/-$ to $5/-$ a bushel on all Colonial grain except Canadian (60) - a duty which in South Australia represented about 50% of the cost of production, in addition to which freight and insurance charges amounted to about $3/9$ a bushel (61).

The reduction of the corn duty to a $1/-$ a bushel made the English market a good deal more eligible, but the expense and risk of shipping grain and flour to England still remained to be overcome. D. H. Pike has pointed out that it was not merely the repeal of the Corn Law that encouraged the growth of the Australian grain trade with England in the 'fifties and 'sixties, but the repeal at the same time of the Navigation Acts - an event which, among other things, enabled ships to be decked with American or Baltic pine instead of teak.

"The older British vessels ... used for the Australian trade offered poor protection to cargoes of grain when the caulking of their deck seams was sprung after exposure in the tropics. The new ships decked with ... pine, which swelled when wet, were not only larger and more cheaply built but they kept the cargo dry. This made it possible to lower freight and insurance charges to $1/9$ a bushel, and, of even greater significance, permitted flour to be exported without damage." (62). (63).

Apparently the benefits of these advances were not felt in the Australian grain trade much before the middle of the century; but in the meantime South Australian agriculture received a fortunate and very substantial

fillip from the copper boom.

During the period 1841-6 wheat farming in the Colony floundered in deep depression with average prices as low as 2/6 to 3/6 a bushel for all cereals except oats for which the official returns quote a princely average of 4/6. The difficulty of cutting production costs to accord with prices like these was hampered, among other things, by a chronic shortage of seasonal labour, through the discontinuance of assisted emigration, and to an equally prolonged dearth of draught stock. The farmer resorted at each harvest time in a tendency for wages to rise sharply to levels reminiscent of those reached in the inflationary period prior to 1840; while the latter made ploughing so expensive that small holders who were not fortunate enough to own a pair of oxen or draught horses had frequently to turn their soil by spade - a method which was not only laborious but prevented maximum cropping. The average farmer in the early 'forties was lucky if he managed to crop 30 acres. Wheat at this time yielded between 15 and 20 bushels to the acre in the better districts, and from 1842 to 1845 returned about 2/6 to 3/- a bushel to the grower. Bullocks cost £20 to £30 a pair in 1845 and were generally dearer in the preceding years. Ploughing contractors were charging up to £2 an acre, and labour for reaping and threshing worked out at something like 30/- to 35/- an acre. A little simple arithmetic on the basis of these figures,

with further allowance for other costs of production, the cost of transport, living expenses and sundry other charges on income and capital will provide a tolerably accurate notion of the plight of the mixed farming community at this time. Official returns for seasons 1844-5 show that land was actually beginning to go out of production. The total acreage sown fell from 28,690 in 1843 to 26,907 in the following year and again to 26,218 in 1845.

The event which did more than anything else to rescue South Australian agriculture from this decline was the discovery of copper - in particular, the opening of the "Monster Mine" at the Burra. The copper boom conferred several benefits on farming, the chief among which were: a substantial increase in population, an increase in spending power and an increase in the number of draught animals. Between 1845 and 1850 the total population of the Province rose from 22,640 persons to 63,700, an increase of 41,240 (64). The significance of this for the agriculturist is suggested by the fact that the annual consumption of wheat was estimated to be about 5 bushels per head (65). The prices of wheat, oats and maize rose to 4/- a bushel in 1846 and retained these levels until 1848 when wheat brought an average of 4/6, barley 4/6, oats 4/- and maize 3/-. The importation of large numbers of draught stock for ore carting resulted in a fall in the price of working bullocks to as little as £2 or £3

a head. This helped greatly to cheapen and increase grain production by lowering the costs of cultivation and transport. "By 1850 the cost of ploughing contracts had fallen to 10/- an acre and bullocks had become so cheap that they were sometimes given in lieu of wages." (66).

In 1843 Ridley produced his famous reaper, the value of which won immediate recognition. Something of the interest aroused by this invention can be gathered from a letter written by Giles to McLaren in May, 1845.

"I send p. "Isabella Watson" to your address a case containing a model of Mr. Ridley's Reaping & Thrashing Machine on a scale of one Inch to the foot. The Machine turns out to be a most valuable discovery for this Colony. I am persuaded many parties would abandon Agriculture altogether, but for the hopes they derive of getting a living (even at the present low prices of Grain) thro' the great saving of labour through the use of this Machine, a considerable benefit is derived also through the promptitude by which it enables the Farmers to bring their Grain into the Market - Eighty acres of wheat may be cut, thrashed, cleaned & delivered within a fortnight, by a Farmer using this Implement, at a Cost of less than one third of the old system.

This machine is used here either by two Horses propelling it or by four bullocks drawing it." (67)

The Company bought one of the reapers for £50 and used it to help gather their tenants' grain at so much per acre. Giles states that it could reap and thresh barley and wheat at the rate of 50 acres a day (68).

Even so, it seems the reaper did not confer any very widespread advantages on agriculturalists for some years after its introduction. The average holding was

small - 20 to 30 acres - and comparatively few farmers were opulent enough to invest in one. For several years, in fact, the ownership of reapers appears to have been confined to only a few contractors and a handful of farmers who cultivated areas large enough to make the use of the machine economical (69).

The history of the Company's farm leasing scheme in the lean years which followed the crisis of 1841 forms a dismal enough record on the whole, with year after year of struggle in the face of unremunerative market prices, and with each harvest serving to mark but another stage in the steady impoverishment of the tenantry.

Giles probably succeeded in recovering most of the rent and interest outstanding at the end of 1841 season but by May the following year the majority of the tenants were heavily in arrears again and so short of cash that almost every exchange of commodities had to be made through barter (70). Prodded on by a revenue hungry and not over-sympathetic Board he exerted constant and heavy pressure on defaulters for an early settlement, but the circumstances of most of them were such that he had little alternative but to await the results of the season (71).

In 1842 the tenants had 2,116 acres under wheat and other grain the value of which was estimated in September as follows:-

						Bushels		
1602	acres	of	wheat	at	20	bushels	p. acre	32,040 @ 5/- £8,010
358	"	"	barley	"	25	"	"	8,950 " 4/- £1,790
76	"	"	oats	"	25	"	"	1,900 " 5/- £ 475
80	"	"	maize	"	25	"	"	2,000 " 4/- <u>£ 400</u>
								£10,675
								(72).

But the actual returns were far lower than was anticipated. Shortage of seasonal labour resulted in a steep rise in the level of wages, and the New South Wales market was glutted by the arrival of large consignments of South American wheat which drove the price of flour down to as little as £12 a ton and of wheat to 5/- a bushel in Sydney (73). As early as November reapers in South Australia were receiving 15/- an acre and at the peak of the harvest many farmers were paying 20/- an acre for reaping and 10d. a bushel for threshing and cleaning, or wages equal to half the market value of the grain. Some of the tenants had to reap and thresh their grain without help, while others were obliged to start threshing before the end of the reaping to pay their labourers (74). The price of wheat fell to between 3/6 and 4/0 and many were reduced to hawking their produce from dealer to dealer in order to obtain even these prices (75). By the end of February farmers in need of immediate cash payment were having to sell at 3/- a bushel (76).

Giles' reports to the Board during the following months leave little doubt about the general state of the

tenantry in 1843.

"The Harvest is now over, up to this period we have obtained from the Farm Tenants about 1,000 Bushels of Wheat on a/c of the Rent & Interest, and for which they are credited 5/6 pr. bushel. Many of them have been prevented from sending the Wheat to us in larger quantities from their inability to pay for the Thrashing, and owing to the present very low rate of Farming Produce in many cases the whole of the Proceeds of the crops have been absorbed in Harvesting and Thrashing the Grain.

I have as yet distrained only upon William Porter Tenant of half section No. 4 and this day his crops were sold for the low sum of Thirty four Pounds. The Wheat in the straw not fetching more than 3/6 a bushel & the Barley 2/6.

Throughout the Colony the Poor Farmers are in very low spirits, from the unremunerative price of Grain, those who are obliged to sell at the Juncture must dispose of their Property at less than its cost price.

Most of the Company's Tenants have applied for permission to retain their Wheat in their own Possession until the Price gets up, but I have invariably refused allowing them to do so whilst their arrears of Rent & Interest are so heavy

We have no sale for the flour here, & we have determined to try Western Australia in preference to Port Phillip & Sydney, where we know that Flour is a drug at this time.

Flour has been selling here at £13 a ton, at present the Colonists have been discouraged from shipping from the state of the Markets in the other Colonies." (77).

.....

"When, you ask will their Lands (78), pay for the money invested in them? before replying to the question, I ought to enquire if a supply of Labour is coming? as no Farmer can pay 20/- per acre for reaping, & a shilling per bushel for Thrashing (sic), and his Landlord Rent; whilst he only obtains 3/- or 4/- per bushel for his Grain; and there is no chance of his getting higher prices in the Australian Colonies,

whilst they (sic) have to compete with South America.

Just at this time (79) Labour is at a moderate price, because it is not a busy time, But I have fearful apprehensions that when the shearing & Harvest times approach us; working men will have their own prices, and that it will be impossible to get work done, but at ruinous prices to the Farmers.

We have no surplus Labour, in the Market even now, altho' it is the most inactive period of the year, and we have no expectation of relief from England, consequently in about six weeks we shall I fear be completely at the mercy of our men." (80).

.....

"The difficulties of obtaining Returns are great in the extreme particularly from the Farm Tenants, the low price of Grain, and the great difficulty of finding a Market for the surplus Produce render their operations at present perfectly ruinous, and which must seriously affect the interests of the whole Community. Many of our Tenantry are without the means for Harvesting their Crops, and to save the Grain from destruction I have been obliged to make Advances to a few of them to the Amount of Ten or Fifteen Pounds each, to get their Crops mown down and to be afterwards gathered up as they have the opportunity. The best wheat is now (81) sold with great difficulty @ 2/6 pr. Bushel. I have not yet had the advice of the Board as to what we shall allow the Company's Tenants for wheat this Season, but it must be beyond this figure or it would not pay them, to Reap, Thrash, & bring into Market whilst the whole of the Expenses for ploughing, Sowing, Seed, etc. is wholly sacrificed by them, this statement has reference to Lands where crops are light, many Thousands of Acres on the Plains of Adelaide to the Westward of the Town this Year will not yield more than from 10 to 12 Bushels per Acre, the Reaping alone will cost these Farmers more than one Shilling per Bushel." (82).

Thus the harvest of 1842, so far from improving the tenants position, left the majority of them in a worse state of impoverishment than ever, and with little prospect of immediate relief. Several had to relinquish

their farms and so many of the remainder were nearing the end of their resources (of patience as well as money) that Giles, much against his inclinations, was forced to allow a substantial reduction of rentals generally - and especially of those for suburban sections, some of which had been as high as 15/- and 17/6 per acre per annum or about 10/- an acre more than the lessees in the present state of their affairs could afford to pay. Among the most heavily burdened, apparently, were the earlier tenants who had received advances from the Company at 10% interest, a rate which obliged them to pay more each year on their loans than could now be obtained in the market as rental for their farms (83).

Throughout 1843-4 the depressed state of South Australian agriculture continued without relief, over-production and unremunerative markets maintaining the price of grain at levels barely sufficient to cover the costs of production. The Company's allowance of 4/- a bushel on grain delivered in lieu of rent, arrears and interest in both years, and Giles' remark to the Board in April 1844 that he could let far more land if only the market price of wheat would rise to 4/- suggest that this price approximated to the minimum at which the industry could return a profit to producers (84). In both years the market prices fluctuated but the average for wheat appears to have been somewhere between 2/6 and 3/6 a bushel. Small holders on the margins clung tenaciously to the

industry even at these prices, enduring desperate poverty, many of them in the hope of an improvement in the price of grain.

The annual returns of land under cultivation by the tenants between 1842 and 1844 are as follows (85):

Year	No. of Tenants	Wheat	Barley	Oats	Maize	Potatoes	-	Other Crops	Garden Ground	Total No. of Acres
1842	63	1602½	358	76½	80	60½	3½	19½	38½	2239
1843	89	2913	498½	80	65	25½	-	83½	62	3727
1844	92	2735½	905	152	98	19½	-	129	62½	4101

The Company received about 10,000 bushels of wheat from the tenants in 1843 and a similar amount in the following year, besides a quantity of barley and oats, (86); but Giles states that the quality of both contributions, and especially that of 1844, was generally inferior - suffering much from "slovenly cultivation", and from the inclusion of a great amount of self-sown wheat (87).

Although the poverty of the Company's tenantry in the early 'forties was occasioned largely by economic forces which lay beyond their own and the Company's power to control, and which similarly affected small holders throughout the Colony, still one cannot review the policy of the Company during this period without receiving a strong impression that some of the distress was unnecessary

and could have been obviated or relieved by the exercise of a little more foresight and restraint on the part of the management.

When the crisis occurred, most of the tenants were already much enfeebled financially - some as a result of the Board's blunder in sending them to the Colony prematurely - and a number were heavily indebted for advances at high rates of interest. As soon as the Colony fell into difficulties, Giles, obedient to the Board's instructions, cut these tenants off abruptly from all further assistance, leaving them to struggle on as best they could. Both they and the tenants secured by McLaren in the Colony at high rates of rental and redemption were allowed to flounder for some two and a half years before any significant reductions were made in their nominal rates of rent and interest on advances. These reductions were allowed not primarily because it was recognised that the existing rates were absurd and unfair considering the price of grain and the current rates obtainable in the Colony, but because of "the utter inability of the tenants any longer to meet the claims of the Company". The reductions sanctioned in 1843 were inadequate and further adjustments had to be made in the following year. It was not, in fact, until 1844 that the simple logic of the situation was fully borne upon Giles; and the notion of adjusting the tenants' obligations to the circumstances of the time and to their actual capacity to pay appears

to have been so novel to McLaren that he had to have it explained to him.

"Most of the ... reductions," Giles told him referring to his questionings on this head, "have accumulated not in one Year, .. but from long Arrears in our Books, arising out of rentals of 10/- & 12/- per acre, agreed upon under Leases the terms of which the Tenants were unable to fulfill (sic). I kept them on the Rent Roll according to the original Terms of Agreement, until I was fully satisfied of the impossibility of such high Rents being paid; and that I was misleading the Directors in allowing large sums to appear as arrears which I had no hope of collecting.

When the Directors reflect that during the last few years wheat has fallen from 10/- to 2/3 pr. Bushl. it fully explains our present position with the Farm Tenants.

Until Farming operations here become more remunerative you will find that I cannot let the Lands or increase our annual rental from country property." (88).

Giles was prone on occasions to speak of the practice of receiving payment in the form of produce as though it had been instituted with the benign intention of relieving the distress of the tenantry. To some extent it was, but its chief aim - like the forbearance exercised in the matter of distraint and foreclosure - was a selfish one. It was feared, in Giles own words: "that if we allow the tenants to dispose of their own Grain, the Money will be appropriated by them in many instances to meet their other pressing liabilities." (89). The object of allowing prices in advance of those obtainable in the market was mainly to ensure as far as possible that as a creditor the Company secured first call on the tenants' assets.

When the practice was adopted it was thought that in spite of the increments allowed on the market price a profit could still be secured by the Company acting as their own millers and distributors. This hope, however, was disappointed, and although consignments were taken as far afield as Mauritius and England (90) the markets on which dependence was placed were glutted each year by shipments from the other Colonies and from Valparaiso. At the end of 1844 Giles had to admit that the experiment, from the point of view of profit, had failed, but by this time the tenants were so heavily reliant on it that it could not easily be discontinued. The system in any case was too valuable, for its other functions, to be dropped, and for the time being it was allowed to continue operating at a "loss".

"The large difference between the amount allowed to the Tenantry, for wheat etc., for the last two years; and the sums realized, is lamentable: but I am convinced that unless we had agreed to allow the Farmers an amount for their Grain beyond the current market price in the Colony; that many of them would have been so disheartened, that they would have abandoned their operations altogether; and the Company would not have succeeded in getting any thing like the amount they have realized by the liberal system adopted towards their Tenantry" (91).

Notwithstanding Giles' "liberal system" the Company's policy towards their tenants during the 'hungry forties' was unintelligent in some of its features, and - for a body professing lofty principles and benevolent aims in connection with land settlement - not strikingly generous.

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Giles frequently bewailed the condition of the tenantry, but the notion of reducing the burden on them imposed by the Company was slow to recommend itself. The concessions he allowed from time to time were always too little and too late to be of any service in improving their condition, and appear to have had no more positive aim than that of enabling them to stagger from one season to the next.

The first signs of an improvement in the state of South Australian agriculture began to appear by about the middle of 1845. In July the news of a grain shortage in the eastern Colonies caused a rise in the price of wheat to $3/6$ (92), and later, when wheat was quoted in Cape Town at 8/- and in Sydney and Hobart at 6/-, the South Australian average increased to $4/3$ (93).

By the end of 1845 the copper and silver-lead workings had already yielded more than £25,500 worth of ore, and the influx of immigrants attracted by the discoveries had begun. In September, Giles states that a large number of labourers were arriving from Swan River, Port Phillip, Van Diemen's Land and even from as far afield as New Zealand (94). The population of the Colony increased by about 4,250 in 1845, and by a further 8,600 in the following year. The Company's tenants cropped about 140 acres less in 1845 than in the previous year, but the returns for the season appear to have been higher due to a fall

in the cost of seasonal labour and to income from ore carting and the sale of fodder for draught stock (95). Giles, whose letters to the Board had borne a note of optimism since August, was jubilant at the Colony's prospects. During the latter half of the year the demand for land in town and country had risen. The Company's habitable buildings on allotments at Port Adelaide, many of which had been vacant in recent years, were all occupied by January 1846, at rents nearly 100% above those obtainable in the previous July; and the value of lands and buildings in Adelaide had so far advanced that he expected to be able to raise the rents early in the year (96). But his greatest source of satisfaction was the improvement in the position of the tenantry. After the 1845 harvest many small farmers, including the Company's tenants, were sufficiently independent to be able to hold back their grain and other produce instead of dumping it, as they had been obliged to do in previous years, on depressed markets at 2/- to 3/- a bushel. For the first time in years merchants were having to go into the country to buy their grain, whereas before, farmers had had to hawk their produce about the city to find buyers (97).

"We have had a most favourable season for the ingathering of the Harvest; which has been about an average Crop. I shall use the utmost exertions in getting in Wheat from the Tenantry to wipe off Arrears, as the Farmers are getting into a better position than they have been for

966

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years past, through the employment of their Teams in Carting Ores from the Mines. The Proprietors of the Burra Burra Mine have been paying £300 p. week for cartage alone." (98).

The tenants did not succeed in paying off all arrears in 1845, although it would seem from Giles' remark of a month later that he was not greatly disappointed at the revenues received. At all events it is noticeable that no forecast of farther rent reductions - the gloomy adjunct of post harvest reports in previous years - is made.

"We have been under the necessity for several years past of writing off heavy sums, as bad debts & reductions on rents; this will I hope no longer be necessary The sum realised for Grain recd. from the Tenantry on a/c of Rent, during the year ending 31st October last was £431-0-8 less than the amount allowed, which is ... a reduction from our Rental: this difference I expect will decrease every year, now that the Colony is advancing: Wheat must maintain a more remunerative price." (99).

During December and January - always the months in which grain prices were lowest - wheat appears at no time to have been less than 3/- . By February it was up to 3/6; by March to 4/- (100); and by June it had risen to 5/6 a bushel, a price not exceeded as an average since 1840. Writing to the Board at this time Giles informed them that:

"the Rent Rolls of the Town & Country Property to the 25th March last ... show a great improvement in the Company's property. The Annual Rental of the whole being £5778-1-6 up to that date, since which the lands let will yield an increase of upwards of £300; the Directors I am confident may fully depend upon a large increase in Rental annually from the Country Lands, and that the extreme difficulty, which we have experienced for some years past in collecting the Rents will vanish. The Mines this year

have proved a constant source of income to the Farmers; ... consequently they have been enabled to hold their Grain & obtain remunerating prices: Wheat is now 5/6 per bushel, Barley 4/- Oats 5/-, from the influx of consumers, & the better condition of the Farmers, I do not anticipate that Wheat in future will fall much below 4/- at any time of the year, and at this price the Agriculturalists may do well. I hope as the Government have now such ample means, we may expect a constant stream of Immigration for the supply of the Labour Market." (101).

Gilcs predictions proved correct. Between 1845 and 1850 the total population of the province increased from 22,460 to 53,700 persons. In the same period the acreage under cultivation more than doubled, while grain prices maintained remunerating levels at 3/- to 5/- a bushel for wheat, oats and barley (102). In 1845 the Company's 100 tenants cropped altogether 4,143 acres, including 2,519 acres of wheat. By 1850 the number of tenants had risen to 350, leasing between them 40,272 acres of freehold, of which 14,919 were under cultivation, including no less than 10,520 acres of wheat - or just under one fourth of the Colony's total crop (103). This was a remarkable achievement considering their number. Statistics for the following year reveal that the tenants, who by then totalled 476, cropped on an average two acres of wheat to every one cultivated by other operators.

WHEAT (1851)

	No. of Operators	Acreage Cultivated	% of Total	Average per Head
Co. Tenants	476	10,828	20.2	22.7
Others	2,345	43,014	79.8	10.8
Total	2,821	53,842	100	

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9/10

So by 1850 South Australian agriculturalists had come to enjoy something like moderate prosperity, or at least a measure of relief from the poverty and depression of the earlier years. The industry was not flourishing even yet, and its progress was soon to be interrupted again by the depopulating effect of the Victorian gold rush. This subject, however, lies well beyond the scope of the present survey.

During the period under review in these pages it has been shown that the character and purpose of the Company's land settlement scheme underwent a gradual change. Designed specifically in the first place as a means of helping poor farmers in England to start afresh in the "Land of Promise" the scheme in its early form offered terms which, other things remaining more or less equal, may well have succeeded in affecting this purpose on a wide scale. At the beginning it drew a ready response and the scale of recruitment in the first two years of its operation suggests that if it had been practicable to have maintained the terms of lease at the pre-1840 levels the Colony would have benefited from the introduction of a large body of settlers of the very best description. But unfortunately "other things" did not remain equal. The inflationary rise in the value of lands and in prices generally between 1837 and 1840 induced the Board gradually to increase the terms, until at length the scheme ceased any longer to attract the interest of the class in England for whom it was designed - or indeed of any class;

for apparently, those who could afford to pay rental and pre-emption on the scale demanded by the Company after the first quarter of 1840 did not need to emigrate, or were wealthy enough to set up in the Colony as independent proprietors.

As an instrumentality for assisting England's poor and "pious farmers", then, the scheme was not very successful. Although thirty-three tenants emigrated with their families under its auspices only about one third of this number survived the depression as leaseholders.

However, the general system of farm leasing which developed from the original scheme was undoubtedly of great service to the Colony as a whole. The Company's tenants, were not only among the first to begin farming operations on a commercial basis, but by 1850 were together responsible for something like one fourth of the Colony's total farm produce. In that year, by way of illustration, they cropped no less than 20.5% of the Colony's wheat, 28.7% of its barley, 30.3% of its oats, and 22.0% of its potatoes.

To what degree the Company and its founder, Angas, deserve congratulation for this record the reader must be left to form his own judgment.

- (1) S.A.Co.L.O. E. Wheeler to D. McLaren; 8th May, 1837.
- (2) G.F.A. P.237.
- (3) A.P.(S.An.Com.) P.100. G. F. Angas to Rowland Hill; 10th June, 1835.
- (4) S.A.Co.P. See Appendix to First Annual Report of the South Australian Company.
- (5) S.A.Co.M.(I) P.155. 1st October, 1836.
- (6) A.P.(S.A.Co.) P.579. Notice "To Experienced Farmers Possessing Small Capitals". Signed E. J. Wheeler, Manager, and dated February, 1837.
- (7) For reasons which will appear later the Company found it expedient to include most of the terms of the lease in an instrument which was not in itself a lease but merely an agreement to rent certain lands on certain conditions. The actual lease was executed in the Colony by means of a second instrument comprehending the terms of the first. For all practical purposes, then, the "Articles of Agreement" (the first instrument - see Appendix) form a sufficient source of reference for the terms on which the leases were concluded.
- (8) A.P.(F.S.) P. . "Articles of Agreement". See Appendix XIV.
- (9) This privilege obtained from the Commissioners was quite an extraordinary one. The cost of providing a passage for assisted emigrants seems at this time to have been something in the region of £16 to £20, say £18 - the amount allowed for each of the Company's former emigrants. (See Note No. Chapter I). If the Company, then, were to let a half section of land to a tenant with a family of four adults other than himself the cost of transporting him, his family and two labourers at £18 per head would be £126. Thus by this arrangement the Commissioners could be called upon to expend £126 or more from the Land Fund on the transport of the Company's farmer emigrants against a revenue of as little as £40 paid for the half section they were to cultivate.
- (10) See Appendix XIV
- (11) S.A.Co.L.O. E. Wheeler to D. McLaren; 8th May, 1837.
- (12) S.A.Co.L.B.(I) P.P.105/6. D. McLaren to E. Wheeler; 4th November, 1837.

- (13) S.A.Co.L.O. E. Wheeler to D. McLaren; 8th May, 1837.
- (14) S.A.Co.L.B.(I) P.P.105/6. D. McLaren to E. Wheeler; 4th November, 1837.
- (15) S.A.Co.L.O. E. Wheeler to D. McLaren; 4th December, 1837.
- (16) S.A.Co.M.D. D. McLaren to E. Wheeler; 7th June, 1838.
- (17) Hillier's farming capital alone had been £100.
S.A.Co.L.O. E. Wheeler to D. McLaren; 1st July, 1837.
S.A.Co.M.D. D. McLaren to E. Wheeler; 7th June, 1838.
S.A.Co.L.B.(II) P.26. Ed. Stephens to R. M. Robson; 26th July, 1838.
- (18) S.A.Co.M.D. D. McLaren to E. Wheeler; 18th May, 1838.
- (19) S.A.Co.L.O. E. Wheeler to D. McLaren; 7th November, 1838. S.A.Co.L.B.(A) P.P.20/7. E. Wheeler to D. McLaren; 4th February, 1839.
- (20) S.A.Co.L.O. E. Wheeler to D. McLaren; 1st June, 1838.
- (21) S.A.Co.L.O. E. Wheeler to D. McLaren; 7th November, 1838.
- (22) S.A.Co.L.O. E. Wheeler to D. McLaren; 7th November, 1838. *ibid.* E. Wheeler to D. McLaren; 1st June, 1838. S.A.Co.R. Second Report P.12. *ibid.* Third Report P.P.16/7.
- (23) S.A.Co.L.O. E. Wheeler to D. McLaren; 7th November, 1838. S.A.Co.R. Third Report P.15.
- (24) S.A.Co.L.B.(II) P.P.135/7. D. McLaren to E. Wheeler; 10th December, 1838. S.A.Co.R. Third Report. P.15.
- (25) S.A.Co.L.B.(II) P.P.135/7. D. McLaren to E. Wheeler; 10th December, 1838.
- (26) S.A.Co.L.B.(II) P.434. D. McLaren to E. Wheeler; 15th October, 1838.
- (27) See Appendix XV for further particulars.
- (28) S.A.Co.L.O. E. Wheeler to D. McLaren; 23rd July, 1838.
- (29) S.A.Co.L.B.(A) P.P.97/103. E. Wheeler to D. McLaren; 13th May, 1839.
- (30) S.A.Co.L.B.(A) P.P.63/71. E. Wheeler to D. McLaren; 1st April, 1839. *ibid.* P.P.97/103. E. Wheeler to D. McLaren; 13th May, 1839.

- (31) S.A.Co.R. Third Report P.P.16/7.
- (32) S.A.Co.L.B.(A) P.P.404/6. E. Wheeler to D. McLaren; 22nd August, 1840. S.A.Co.R. Fourth Report P.12. *ibid.* P. Fifth Report.
- (33) A.P.(S.A.Co.) Sheet not numbered but comes immediately before P.763. G. Morphett to H. Kingscote; 18th October, 1838 (copy).
- (34) S.A.Co.L.B.(III) P.255. D. McLaren to J. Hallett; 15th October, 1839.
- (35) S.A.Co.L.B.(III) P.327/8. D. McLaren to Wm. Finlayson; 13th December, 1839.
- (36) S.A.Co.L.B.(III) P.426. D. McLaren to Messrs. Lucking, Palmer and Steam; 24th February, 1840.
- (37) S.A.Co.L.B.(III) P.P.426/440. D. McLaren to E. Wheeler; 25th February, 1840.
- (38) S.A.Co.L.B.(II) P.P.243/4. D. McLaren to T. Matthews; 9th May, 1840.
- (39) S.A.Co.L.B.(IV). P.P.36/45. D. McLaren to E. Wheeler; 8th August, 1840.
- (40) S.A.Co.L.B.(IV) P.P.81/90. D. McLaren to E. Wheeler; 11th November, 1840.
- (41) S.A.Co.L.B.(III) P.P.149/154. D. McLaren to E. Wheeler; 17th August, 1839.
- (42) S.A.G. & C.R. Vol. II, No. 89, P.4. Saturday 5th October, 1839.
- (43) S.A.G. & C.R. Vol. II, No. 81, P.3. 10th August, 1839.
- (44) S.A.G. & C.R. Vol. II, No. 65, P.3. Saturday, 20th April, 1839.
- (45) A.P.(S.A.Co.) P.690. March 1839. S.A.Co.R. Fourth Report. P.P.29/33. "To Experienced Farmers Possessing Small Capitals." S.A.Co.L.B.(A) P.P.404/6. E. Wheeler to D. McLaren; 22nd August, 1840.
- (46) S.A.Co.L.B.(IV) P.391/7. W. Giles to D. McLaren; 27th May, 1843. *ibid.* P.P.411/427. W. Giles to D. McLaren; 15th August, 1843.

- (47) S.A.Co.L.B.(III) P.683. W. Giles to R. Hamilton;
5th July, 1841. S.A.Co.L.B.(IV) P.P.231/4.
W. Giles to D. McLaren; 19th March, 1842.
S.A.Co.L.B.(IV) P.P.277/287. W. Giles to D. McLaren;
20th July, 1842.
- (48) S.A.Co.B.A.(I) P.13. 19th March, 1841. *ibid.* P.16.
26th March, 1841.
- (49) S.A.Co.L.B.(III) P.P.639/641. W. Giles to D. Mc-
Laren; 27th February, 1841.
- (50) S.A.Co.L.B.(IV) P.P.146/8. W. Giles to E. Wheeler;
23rd April, 1841.
- (51) S.A.Co.L.B.(IV) P.P.175/180. W. Giles to D. Mc-
Laren; 11th August, 1841.
- (52) S.A.Co.L.B.(IV) P.P.225/6. W. Giles to D. McLaren;
19th February, 1842.
- (53) S.A.Co.L.B.(IV). P.P.231/4. W. Giles to D. McLaren;
19th March, 1842.
- (54) S.A.Co.L.B.(IV). P.P.269/272. W. Giles to D. Mc-
Laren; 9th July, 1842.
- (55) S.A.Co.L.B.(IV). P.P.231/4. W. Giles to D. McLaren;
19th March, 1842.
- (56) S.A.Co.L.B.(B) P.P.129/135. D. McLaren to W. Giles;
11th February, 1843.
- (57) S.A.Co.L.B.(IV) P.P.199/201. W. Giles to D. McLaren;
4th November, 1841. S.A.Co.J. P.394. A.P.(S.A.Co.)
Un-numbered sheet between P.P.762 and 763. "Revenue
for the year ending 31 October, 1841"
- (58) S.A.Co.L.B.(IV) P.P.217/9. W. Giles to D. McLaren;
13th January, 1842.
- (59) See Appendix XVI.
- (60) Canada was partially exempted from the duty in 1843.
- (61) Information other than the estimated cost of produc-
tion supplied by D. H. Pike, Reader in History, the
University of Adelaide.
- (62) From a manuscript lent by D. H. Pike, Reader in His-
tory, the University of Adelaide.

- (63) The reality of the problem of grain shipment in the older vessels is abundantly evidenced by the experience of the South Australian Company. Much of the heavy consignment of flour sent from Europe to Kingscote in the "Solway" was too sour to eat on arrival and had to be given to the pigs. Shipments of grain made in their own vessels either for themselves or on freight for charter parties were frequently spoilt by sea water. One consignment to Mauritius, for example, was damaged before the vessel cleared the Gulf, and another to New Zealand was so damp on arrival that the captain averted its refusal in the market only by resorting to the highly dubious expedient of re-bagging it in fresh sacks before it was unloaded.
- (64) See Appendix XVI.
- (65) Information supplied by D. H. Pike, Reader in History, the University of Adelaide.
- (66) From a manuscript lent by D. H. Pike, Reader in History, the University of Adelaide.
- (67) S.A.Co.L.B.(IV) P.P.618/627. W. Giles to D. McLaren; 23rd May, 1848.
- (68) S.A.Co.L.B.(IV) P.P.561/573. W. Giles to D. McLaren; 2nd December, 1844.
- (69) Information supplied by D. H. Pike, Reader in History, the University of Adelaide.
- (70) S.A.Co.L.B.(IV) P.P.253/9. W. Giles to D. McLaren; 20th May, 1842.
- (71) S.A.Co.L.B.(IV) P.P.275/7. W. Giles to D. McLaren; 15th July, 1842. *ibid.* P.P.277/287. W. Giles to D. McLaren; 20th July, 1842.
- (72) S.A.Co.L.B.(IV) P.P.269/305. W. Giles to D. McLaren; 3rd September, 1842.
- (73) S.A.Co.L.B.(IV) P.P.362/6. W. Giles to D. McLaren; 14th February, 1843.
- (74) S.A.Co.L.B.(IV) P.P.411/427. W. Giles to D. McLaren; 15th August, 1843.
- (75) S.A.Co.L.B.(IV) P.P.362/6. W. Giles to D. McLaren; 14th February, 1843.
- (76) S.A.Co.L.B.(IV) P.P.366/8. W. Giles to D. McLaren; 25th February, 1843.

- (77) S.A.Co.L.B.(IV) P.P.360/2. W. Giles to D. McLaren;
8th February, 1843.
- (78) The Company's.
- (79) August.
- (80) S.A.Co.L.B.(IV) P.427. W. Giles to D. McLaren;
11th August, 1843.
- (81) November.
- (82) S.A.Co.L.B.(IV) P.P.444/456. W. Giles to D. McLaren;
27th November, 1843.
- (83) S.A.Co.L.B.(IV) P.P.411/427. W. Giles to D. McLaren;
15th August, 1845.
- (84) S.A.Co.L.B.(IV) P.P.477/480. W. Giles to D. McLaren;
13th February, 1843. *ibid.* P.P.492/501. W. Giles
to D. McLaren; 27th April, 1843. *ibid.* P.P.580/601;
W. Giles to D. McLaren; 24th January, 1844.
- (85) For Table covering the period 1842-1851 see Appendix XVI
- (86) S.A.Co.L.B.(IV) P.P.477/480. W. Giles to D. McLaren;
13th February, 1844. *ibid.* P.522. W. Giles to
D. McLaren; 2nd August, 1844. *ibid.* P.P.618/627.
W. Giles to D. McLaren; 23rd May, 1845.
- (87) S.A.Co.L.B.(IV) P.P.536/548. W. Giles to D. McLaren;
24th September, 1844. This probably accounts for
the fact that although over 1,300 acres more were
sown to wheat in 1844 than in the previous year the
aggregate yield was not appreciably greater.
- (88) S.A.Co.L.B.(IV) P.P.618/627. W. Giles to D. McLaren;
23rd May, 1845.
- (89) S.A.Co.L.B.(IV) P.P.296/305. W. Giles to D. McLaren;
3rd September, 1842.
- (90) S.A.Co.L.B.(IV) P.P.613/4. W. Giles to D. McLaren;
18th April, 1845. *ibid.* P.P.631/4. A. Watts to
D. McLaren; 4th June, 1845.
- (91) S.A.Co.L.B. (IV) P.P.561/573. W. Giles to D. McLaren;
2nd December, 1844.
- (92) S.A.Co.L.B.(V) P.P.4/5. W. Giles to D. McLaren;
7th July, 1845.
- (93) S.A.Co.L.B.(V) P.P.11/23. W. Giles to D. McLaren;
20th August, 1845.

- (94) S.A.Co.L.B.(V) P.P.26/32. W. Giles to D. McLaren;
26th September, 1845.
- (95) S.A.Co.L.B.(V) P.P.32/9. W. Giles to D. McLaren;
30th October, 1845. It is probably not a coinci-
dence that after 1845 hay crops being to figure pro-
minently in the returns of land under cultivation
by the tenants. See Appendix XVII.
- (96) S.A.Co.L.B.(V) P.P.61/7. W. Giles to D. McLaren;
10th January, 1846.
- (97) S.A.Co.L.B.(V) P.P.61/7. W. Giles to D. McLaren;
10th January, 1846.
- (98) S.A.Co.L.B.(V) P.P.58/9. W. Giles to D. McLaren;
31st December, 1845.
- (99) S.A.Co.L.B.(V) P.P.61/7. W. Giles to D. McLaren;
10th January, 1846.
- (100) S.A.Co.L.B.(V) P.P.77/81. W. Giles to D. McLaren;
19th February, 1846. *ibid.* P.P.81/2. W. Giles to
D. McLaren; 18th March, 1846.
- (101) S.A.Co.L.B.(V) P.P.107/9. W. Giles to D. McLaren;
13th June, 1846.
- (102) See Appendix XVI .
- (103) See Appendix XVII .

-- C O N C L U S I O N . --

One of the most important criticisms that can be offered on the early policy of the Company is that it embraced too great a number and diversity of interests - that capital and enterprise, instead of being directed as rapidly as possible into departments where the prospects of profit were highest, were distributed for several years throughout a wide field of activities varying greatly in their nature and relative importance and in their safety from the viewpoint of investment.

"Dispersion", as McLaren called this development, was the keynote of Company policy up to the latter part of 1838, and the gradual conversion from "Dispersion" to "Concentration" forms the main underlying theme in the course of the Company's affairs during the first decade.

At the outset, it seems to have been recognised by the Board as a general principle that the proper range and scope of their affairs should be left for decision in the light of actual experience in the Colony. When the Company was formed, the Colony was not yet in existence; and in order to decide which avenues of investment were likely to yield adequate and steady returns, the Directors had to try and anticipate the general lines along which the Colony would develop and to formulate their plans accordingly. Their sources of reference for this task were meagre, consisting as they did mainly in the experience of other colonies, in the reports of explorers and others, and in the system of land settlement and emigration embodied in the Colonisation Act. In the circumstances, the

wisest course was to devise a provisional scheme of operations to be carried wholly or partly into execution in the Colony as the opportunities arose and as expediency and practical experience directed. Thus the original programme, as outlined in the Prospectus and in the first Annual Report was to some extent tentative; and when Angus wrote in reference to it: "the expediency of entering upon all or which of the above means of employing... capital... will, in the first instance, rest with the Directors, and to these may be added progressively such other objects as the Directors shall consider likely to promote the interests of the Company" he was implying that the circumstances demanded an empiric policy.

If, this cautious principle had been consistently adhered to, and all their plans had been kept more or less in the paper stage until the Colony had been established the harm resulting from the pursuit of a large number of different objectives would not have been serious. In practice, however, part of the programme of operations was pushed into execution immediately. The maritime departments, instead of being allowed to grow from small beginnings in the Colony were launched from England at an initial expense of between £20,000 and £30,000. This was a grave blunder - the worst the Board ever made; for it committed the Company to an immense and continuous outlay of capital and energy on a variety of projects which were destined almost from the outset to fail. Stephens was despatched from England in advance of the Surveyor General, armed with a false theory of the Colony's future development,

with an equally erroneous expression of Kangaroo Island's suitability for settlement and with an illegal warrant to appropriate land for the site of what was expected to become a flourishing seaport and the chief centre of the Company's activities in the Colony. A sparse and off-shore whaling enterprise was inexpertly organised at great expense and committed to the sole care of a colonial executive whose ignorance of the trade was equalled only by his disgust for those who engaged in it.

To these initial errors can be traced almost every significant misadventure that befell the maritime branches.

It was unfortunate that the latter not only demanded a heavy outlay for their equipment and maintenance but were of a nature which made it difficult for Company to close them down both quickly and economically. In the case of the whaling for example the Company were obliged to continue operations long after the failure of this enterprise had been foreseen, less in the hope of making ends meet than in that of minimising losses.

Where the policy of experimentation was followed with a view to adopting or abandoning the remainder of the Board's projected activities and of "adding progressively... other objects... likely to promote the interests of the Company" insufficient discrimination and foresight was used. During the first two years or so the liberty to experiment induced McLaren to apply funds to almost any project in which he saw

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the possibility of a quick turnover, with the result that the Company became involved either directly or indirectly in a number of "catch penny" concerns such as pig breeding, horse dealing, dairy farming, building, milling, brick making and the hiring out of draught stock - most of which though lucrative enough in their way, absorbed capital and administrative energy which could have been far more profitably employed in banking, real estate and pastoral activities.

"Dispersion", as it occurred through the policy of experimentation, however, was not by any means as harmful as that resulting from the Board's ill-advised launching of the maritime departments; for the minor enterprises in which McLaren interested the Company involved a much less serious misdirection of funds than did the latter and were able to be abandoned easily and at no great expense when the necessity for "concentration" was recognised.

The dispersion of the Company's funds and energy over a wide field of miscellaneous interests in the early years, then, resulted from an attempt to do too much too quickly; and although the danger of this was foreseen and even provided against by the adoption of an interim policy designed to allow experimentation this principle was not cautiously enough applied or even consistently adhered to.

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When concentration was adopted as a policy the Company's interest came to centre mainly on their banking, real estate and pastoral activities, which they carried on for a time with considerable benefit to themselves and the Colony at large.

With the onset of the depression, however, it was found expedient, owing to the uncertain financial state of the bank, to form this department into a separate Company; and the new enterprise was floated in 1841 under the title of the South Australian Banking Company.

During the early 'forties the South Australian Company were conducting the most expensive pastoral and grazing establishment in the Colony, with about 25,500 head of sheep and over 1,000 head of cattle, valued in the inventories of 1843 at between £25,000 and £30,000. Towards the end of the decade, however, the Company were hard hit by a decline in the value of stock and the flocks and herds were sold.

Thus by 1850 the Company were left with land, including their buildings and other improvements as their major asset and it was principally as a dealer in and lessor of real estate that they continued to operate until the firm went into liquidation in the first quarter of the present century.

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-- APPENDICES --

APPENDIX I

ARTICLES OF AGREEMENT
between
GEORGE FIFE ANGAS and HENRY KINGSCOTE
and
JOHN BEER, AN EMPLOYEE OF THE S.A. COMPANY

SOUTH AUSTRALIAN COMPANY.

Articles of Agreement made this *Third* day of *September* 183*7*, between *George Stephenson* of *St. James's Street, City of London*, and *Henry King* of *St. James's Street, City of London*, two of the Directors of, and acting for and on the behalf of the South Australian Company, of the one part, and *John Beer* of *Darwin, Province of New South Wales* of the other part: ~~Whereas~~ the Commissioners appointed under and by virtue of an Act of Parliament passed in the fourth and fifth years of the reign of his present Majesty, intituled "An Act to empower his Majesty to erect South Australia into a British province or provinces, and to provide for the colonization and government thereof," upon the representation of the Directors of the said South Australian Company (who have become large purchasers of land in the said Colony), that they are desirous and able to engage and employ the said *John Beer* as a *Whitman, Blacksmith, Carpenter* in the said Colony, and that the said *John Beer* is willing to proceed there, and to serve the said Directors in that capacity, have agreed to convey the said *John Beer* and *family* to the said Colony as a passenger free of expense, upon the condition of the said parties hereto entering into the present contract.

Now this Agreement witnesseth, that the said *John Beer*, in consideration of the promises, and for other the considerations hereinafter mentioned, doth agree with the said *George Stephenson* and *Henry King*, their executors, administrators, and assigns, that he the said *John Beer* shall and will, when thereto requested by the said *George Stephenson* and *Henry King* or their assigns, go on board such ship or vessel as they shall order or appoint for the passage of the said *John Beer* to the said Colony, and continue on board the said ship until his arrival there, and for and during the term of *Three* years, to be computed from the day of his landing in the said Colony, shall and will at all times faithfully, justly, honestly, and, according to the best of his judgment, understanding, and ability, employ himself in, and do perform the work or occupation of *Whitman, Blacksmith, Carpenter* and such other work and service as he shall be capable to do and perform, according to the orders and directions of the said *George Stephenson* and *Henry King* and their assigns, or the Managers, Agents, or Assigns of the said South Australian Company, without departing from or leaving the said service, during the said term of *Three* years. In consideration whereof, and of the service to be performed as aforesaid, each of them the said *George Stephenson* and *Henry King* for himself, his executors, administrators,

1. A set of brass
to use for iron mould
2. Two ladders
3. Portable stove for heating

1. A set of tools for all sorts of smithing
1. 6 days study and 1/2 of value of his own work
1. 1/2 of value of his own work
3. 1 year

with a great number of useful tools too numerous to mention and a
man full of useful patterns for casting; that he shall allow the
said Smith Gunsmiths Company or their Agents the use thereof for
which he shall receive 20 p. per annum so long as employed within said Company
series.

Witness to the signature
of the said John Beer
James Gillette
W. B. Phelps

To A. B. Angus Directors
W. Kingscott
James M. Wheeler
Manager
John Beer

Witness to the signature of
said John Beer
James Gillette
W. B. Phelps

This Agreement made by
and between the said
John Beer
James M. Wheeler
W. B. Phelps
James Gillette
W. B. Phelps

Dated 1st September 1837

Also agrees to allow David McLaren Esq. the Manager of the
said Company in Smiths illustration or other properly appointed
person to retain the firm of his falling weekly from his wages the
money so retained to be paid to me or the representative of my firm if
services of the same be faithfully performed and to be paid to the
Company if by reason of misconduct on any party the proceeds of any
work should be cancelled by a Magistrate or other competent authority

Witness James M. Wheeler
James Gillette
W. B. Phelps

John Beer

APPENDIX II
LIST OF SERVANTS
EMPLOYED BY THE S.A. COMPANY
TO SERVE IN THE COLONY
between
DECEMBER, 1935 and JANUARY, 1936
(See cover folder)

APPENDIX XII

RULES AND REGULATIONS FOR THE DISPOSAL OF LAND
PRINTED FOR PERUSAL AND CONSIDERATION OF THE COMMISSIONERS

6th JUNE, 1835.

(Reproduced by courtesy of the Mitchell Library, Sydney)

THE DISPOSAL OF LAND.

THE new British Province of South Australia is to be colonized upon the principle of selling the whole of the public lands at a fixed and uniform price; and of employing the whole of the money obtained by the sale of public lands, in providing voluntary labourers with a free passage to the colony.

The proper price to be demanded, must depend, mainly, on the expense of conveying to the colony the number of labourers necessary to cultivate the land in the most profitable manner, and to render the purchase most beneficial to the purchaser. Thus, the cultivation of a hundred acres of land in the most advantageous manner will require a certain number of labourers, and a certain proportion of artizans; and if the cost of conveying those labourers and artizans and their wives, be one hundred pounds, then, land ought to be offered for sale at one pound per acre. And it would be more to the interest of the purchasers of land to give 20s. for every acre, thereby enabling the Commissioners to send them over a proper supply of labourers, than to give 10s. an acre, and have only half that supply. It is indeed for the labour rather than for the land that payment is required; every one contributing to the Emigration fund (nominally as the price of the land, but really as the price of the labour he may require) just so much money as may be necessary to carry over that number of labourers which it is most to his interest to obtain.

But the rate at which all must contribute to the Emigration fund, or in other words, the price they must pay for land in order to render the purchase most beneficial to the purchaser, cannot be correctly ascertained prior to experience. It is thought best in the first instance to adopt a price which, with reference to the principles on which the colony is to be founded, is decidedly not too high. This can lead to no inconvenience as regards the supply of labour, as the Commissioners are empowered to raise a loan on the future sales of land, and will thus be enabled to increase the supply of labour according to the wants of the colony: while, on the other hand, the advance on the price of unsold lands which must soon take place, will by increasing the value of all land previously occupied, only give a fair remuneration to the first settlers for the privations, to which, in the nature of things, they must necessarily be exposed. The Commissioners have, therefore, determined to fix the price of land, as follows, viz. 12s. 6d. per acre, until land shall have been sold in this country to the amount of £35,000., as required by the Act of Parliament, (see Preliminary Sales); 17s. 6d. per acre for further sales in this country until the departure of the Governor; and 20s. per acre afterwards. The Commissioners will advance the price still further, if experience should show that the interests of the colony require it; but if such advance should take place, due notice will be given.

In determining the mode in which the sales shall take place, the Commissioners have endeavoured to secure fair dealing between all parties, and as far as possible to enable every one to obtain, without delay, the particular piece of land he may wish to possess.

RULES AND REGULATIONS FOR THE
DISPOSAL OF LANDS IN THE COLONY.

1. All lands, except portions reserved for roads and footpaths, shall be open to purchase.

2. All lands before they are offered for sale, shall be accurately surveyed, divided according to the natural boundaries (whenever these will serve the purpose), into counties, and townships; and subdivided as far as practicable, into sections of 80 acres each;* such roads and footpaths, as it may appear desirable to construct, with a view to general communication, shall then be marked out, and the whole shall be carefully mapped; the sections of each township being numbered from one forwards, and the number of acres in each section, marked on the maps. Each map shall be accompanied by a schedule describing the natural and artificial marks on the land, corresponding with the division lines on the map.

3. That the necessity for previous surveys may not interfere with the free appropriation of land, instructions will be given to the Colonial Commissioner, to see that such surveys are kept sufficiently in advance of the demand for land; and even to direct the survey of a remote district should any one be willing to pay in advance the estimated cost of the required survey. In the sales of remote lands, thus surveyed on special application, no one shall be allowed to enter into competition with the person at whose cost the survey shall have been made, unless such new applicant shall have previously placed in the hands of the Colonial Treasurer, a sum of money equal to the cost of the survey; which sum shall be paid over to the original applicant, in the event of the land being sold to any one else than himself; provided, however, that the land be disposed of at the first opportunity for purchase, as it is not intended to extend to a future period, the claim for re-payment of the cost of survey.

4. A Land Office, conveniently situated in the colony, shall be open to the public daily, at convenient hours, for the inspection of the maps and schedules. These shall be prepared in the most convenient form for reference, and in such a manner, as to enable any one readily to ascertain which sections are entirely unappropriated, —which have their pasturage let, (see Article 20),— which are conditionally sold, (see Article 17),—and which are completely disposed of.

5. No lands shall be sold until at least two calendar months shall have elapsed, after public advertisement shall have been made in the official gazette of the colony, stating the day on which the said lands will first become saleable, as well as the county and township, in which each section is situated; during the whole of which two months, the map or maps of such lands, as well as the accompanying schedules, shall have been exposed at the Land Office. During the first three months, however, dating from the arrival of the Governor, the Colonial Commissioner shall be empowered to reduce the notice, should the convenience of the emigrants appear to him to call for such reduction.

6. With a view to giving full publicity to the sales of land, convenient and regular times, at least once in each week, shall be appointed, when the Colonial Commissioner, or some officer of his department deputed by him, shall hold a Court for such sales, at the Land

* The site of the first town will be divided into half-acre sections, (see Town Allotments).

Office; exact minutes, open to public inspection, shall be kept of all the proceedings of the Court, and all sales shall be published in the next succeeding official gazette of the colony.

7. The land, together with all the minerals it may contain, whether metals, coals, stone, &c., shall be sold in fee simple; subject to the laws of the province.

8. All lands shall be offered at the uniform upset price of shillings per acre, without reference to quality or situation.

9. The annexed printed form (Appendix A), copies of which will be supplied gratuitously at the office, shall be filled up by every applicant for land, who must deliver it, sealed, to the President of the Court, paying to the Treasurer, *before the tender is opened*, a deposit of at least five per cent. on the upset price of such lands as he may apply for.

10. Any one shall be allowed to include in the same application any number of whole sections, provided they adjoin each other: he may also make any number of distinct applications at one and the same time.

11. At a fixed hour, after which no applications shall be received, (except in the case provided for by article 15.) the President, having first ascertained that the deposits are paid in conformity with article 9, shall open the tenders, and read them aloud to the Court.

12. If no portion of the land for which any one applies shall have been demanded by any other person, such applicant shall at once become the purchaser, at the ordinary or upset price.

13. If the same section, or sections, should be included in more applications than one, such section, or sections, shall immediately be offered by auction at the ordinary upset price, in the largest lot compatible with these regulations, and sold to the highest bidder; the competition being however confined to the parties who shall have applied for the particular lot.

14. When several sales by auction are about to take place at the same hour, that lot of land which is included in the greatest number of applications, shall be offered first, and so on; the order, in cases of equality, being determined by lot.

15. Any one, who in consequence of the competition of others, shall be unable to obtain the exact portion of land for which he may have applied, shall be at liberty to withdraw or modify his application, and of course his deposit, at any time before the adjournment of the Court; provided such modification do not interfere with any of the tenders previously made, and that the individual do not abandon any land, of which he may have been declared the purchaser.

16. As soon as all the applications are disposed of, the Court shall be adjourned till the next ordinary day of meeting.

17. The remainder of the purchase money for any land sold, shall be paid in open Court, within one week from the time of sale; the purchaser not being put into possession until the whole is paid. If the payment be not completed within the given time, the sale shall be considered void, and the deposit forfeited.

18. On payment of the whole of the purchase money, within the prescribed time, together with a charge of sixpence per acre, for surveying, a receipt shall be given in the annexed form (Appendix B); at the same time a record of the transaction shall be made in the Land Register, and attested by the Colonial Commissioner, Treasurer, Registrar and Purchaser.

TOWN ALLOTMENTS.

19. The Colonial Commissioner will select the spot which he may consider best suited to form the site of the first town, including in that site, as nearly as practicable, one square mile. He will construct and publish a plan of the intended town, having reference to all local circumstances. The streets, market place, quays, public promenade and other places of general resort, will be reserved as public property. The sites of the government buildings will be purchased by the Colonial Government at the upset price, and the remaining portions will be divided into sections of half an acre each, as nearly as practicable, and will be offered for sale by auction in single sections.

LEASES.

20. The Colonial Commissioner is authorised to grant leases of the pasturage of unsold lands, for terms of three years, at a rent of ten shillings per square mile, per annum, payable yearly and in advance; the tenant having a right of renewal in preference to any other applicant.

21. No lease will be granted of less than one square mile of pasturage.

22. Leases of pasturage are to be held subject to determination, in the event of the land being sold; the tenant, however, to have a claim to a notice of at least two calendar months; and also a claim on the Colonial Treasurer, for the re-payment of any rent which he may have paid in advance, counting from the day on which he vacates the land.

23. The Colonial Commissioner, who will be responsible for the due execution of the foregoing orders, is empowered to make such minor regulations as he may deem necessary for carrying them into effect; provided that copies of all such regulations are transmitted with the least possible delay, to the Board of Commissioners.

PRELIMINARY SALES IN THIS COUNTRY.

By the Act of Parliament for erecting South Australia into a British Province, it is provided, that none of the powers and authorities which it confers shall be carried into effect, until the sum of £35,000, shall have been vested in the hands of the Commissioners for the purchase of colonial land.

The Commissioners will therefore offer for sale at their office, 56,000 acres of colonial land, in sections of 80 acres each, at £50. per section, being at the price of 12s. 6d. per acre.

With this view, the Secretary to the Commission will attend at the office daily, from 12 till 2 o'clock, to receive the names of persons wishing to purchase land.

Each subscriber of £50. will receive from the Commissioners an order, addressed to the proper authorities, entitling the holder to a rural section of 80 acres of land

in the new colony. These orders will be transferable by indorsement. As soon as the £35,000. shall have been subscribed for upon these terms, and paid into the hands of the Commissioners, the price of land shall be advanced to 17s. 6d. per acre. At this price the Commissioners will continue to sell lands, in sections of 80 acres each, giving to each purchaser an order as above, until the departure of the Governor, after which time no land will be sold except in the colony, and at the price of 20s. per acre.

The mode of appropriating the sections to the holders of land orders, shall be in accordance with the preceding "Rules and Regulations," consequently the competition of others not holding land orders will be admitted.

If the party holding a land order or orders, shall purchase at any such auctions as are hereinbefore mentioned, each land order shall be received in payment for such purchases, at a sum equal to the value of 80 acres of land, according to the upset price for the time being, (that is to say) if the upset price be £1. per acre, each land order shall be received as payment for £80.

A deposit of 5 per cent. upon each sum subscribed for towards the investment of £35,000. will be required at the time of subscription, and the rest of the sum subscribed for must be paid on a day to be fixed by the Commissioners, (of which not less than one month's notice will be given) when the whole £35,000. is made up, and the other preliminary condition of the Act is fulfilled.* Upon payment of the whole sum, the orders for land will be delivered to the respective subscribers.

The deposits to be forfeited, if the payment be not completed at the proper time; but to be returned, without deduction, if, in consequence of the non-fulfilment of the conditions of the Act, the appropriation of land should not take place.

Further information may be obtained at the Office of the Commission, 61, Lincoln's Inn Fields, or of any of the Country Agents. Copies of the Act (price 3d.) may be obtained at the Office, or of the Booksellers.

The Commissioners recommend all who contemplate emigration to the proposed Colony, to examine for themselves the evidence as to soil, climate, &c. This evidence was collected under the direction of the late South Australian Association, and may be found in a condensed form, in a work entitled, "The New British Province of South Australia; or a description of the Country, illustrated by Charts and Views, and an Account of the Principles, Objects, Plan and Prospects of the Colony." Published by Knight, Ludgate Hill, price 2s. 6d. bound in cloth.

By Order of the Commissioners,

ROWLAND HILL,

Secretary.

*Office of the Colonization Commissioners
for South Australia.*

June, 1835.

* In addition to the investment of £35,000. in the purchase of land, the Act requires the Commissioners to raise at least £20,000 by loan charged on the revenues of the Colony, with the land as a collateral security, and to vest the same in Government securities, for defraying the cost of governing the Colony. For this loan the Commissioners are authorized to pay any interest not exceeding ten per cent. per annum.

Field and Regulations for
the support of land

Printed for personal and medicinal
use of the Army of June 1888.

APPENDIX IV

REGULATIONS

for

THE DISPOSAL OF LAND IN THE COLONY

for the

PRELIMINARY SALES OF COLONIAL LAND

IN THIS COUNTRY,

and for

THE EMIGRATION OF LABOURERS.

No.1, 2nd. copy - 7th. July, 1835

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NEW COLONY IN SOUTH AUSTRALIA.

COLONIZATION COMMISSIONERS FOR SOUTH AUSTRALIA.

Appointed by His Majesty by virtue of an Act of Parliament (4th & 5th William IVth, chap. xcv.), entitled, "An Act to empower His Majesty to erect South Australia into a British Province or Provinces, and to provide for the Colonization and Government thereof."

COLONEL TORRENS, F.R.S. CHAIRMAN.

GEORGE FIFE ANGAS, ESQ.

EDWARD BARNARD, ESQ.

WILLIAM HUTT, ESQ. M.P.

JOHN GEORGE SHAW LEFEVRE, ESQ.

WILLIAM ALEXANDER MACKINNON, ESQ. M.P.

SAMUEL MILLS, ESQ.

JACOB MONTEFIORE, ESQ.

GEORGE PALMER, JUN^r. ESQ.

JOHN WRIGHT, ESQ.

TREASURER,

SOLICITOR,

SECRETARY,

GEORGE BARNES, ESQ.

JAMES FRESHFIELD, JUN^r ESQ.

ROWLAND HILL, ESQ.

Office, *pro tem*. No. 61, *Lincoln's Inn Fields*, after the 10th July, at
No. 6, *Adelphi Terrace*, London.

REGULATIONS FOR THE DISPOSAL OF LANDS IN THE COLONY.

1. THE surveys of public land shall, as far as possible, be carried so much in advance of settled districts, that there shall, at all times, be an extent of land surveyed, and open to purchase, exceeding the wants of the colonists.

The object of this Regulation is to secure to intending purchasers, at all times, the most complete liberty of appropriation, with respect both to the quantity and the situation of land which they may desire to obtain.

2. Surveyed lands shall be divided as nearly as may be into sections of eighty acres each, with the exception of the site of the first town, which shall be divided into acre sections, (see Art. 7.); and maps of the surveyed lands, accompanied by the best practicable description of them, shall be constantly exhibited in the land office.

The object of this Regulation is to enable intending purchasers to specify accurately the situation and quantity of land which they may desire to obtain.

3. Except during six months from and after the landing of the Governor, one month's public notice shall be given of the time when any portion of public lands will first become open to purchase. During those six months, one week's notice shall be sufficient.

The object of this Regulation is to provide for equality amongst intending purchasers, with respect to the selection of land; so that no one may gain an advantage over any other by applying for land until he shall have had time to examine the district land open to purchase. The object of the exception for the first six months, is to avoid such difficulties as could not but arise, if, while the surveys had not yet proceeded beyond the wants of intending purchasers, a longer notice than one week were required.

4. On some fixed day of every week, and at some fixed hour, the land office shall be opened for the purpose of receiving applications for land. All applications must be made by sealed tender, by filling up a printed form, which will be supplied at the land office. Each tender must specify, by reference to the map, the section or sections for which the intending purchaser applies. All sections

included in the same tender, must adjoin each other. All tenders will be opened in public, and those received on the same day will be opened at the same time. Such tenders as do not comprise any section included in any other tender, shall be first disposed of. When the same section, or sections, shall be named in two or more tenders, that tender shall be preferred which comprises the greatest quantity of land. When one or more sections shall be named in two or more tenders comprising equal quantities of land, then the tender to be preferred, shall be decided by lot.

The object of this Regulation is to render the mode in which land is disposed of perfectly fair as between all intending purchasers. By means of the tender, an intending purchaser will be secured against unfair competition from other persons, who, if the application were verbally made in public, might try to obtain the same land, merely because it was known that the first applicant had taken trouble in the selection.

It is required, that all sections included in the same tender shall adjoin each other, in order to prevent, as much as possible, obstacles arising to the after purchase of large unbroken blocks of land. It is not intended, however, to prevent distinct applications from the same party, for sections not adjoining.

In giving the preference to those tenders which comprise the greatest quantity of land, the Commissioners only carry into effect a main purpose of the South Australian Act, which is that there shall be no limit or check to the appropriation of land, but that the greatest quantity applied for shall be immediately sold. If a preference were given to tenders comprising less than the greatest quantity, or if the preference between tenders comprising unequal quantities were decided by lot, it might often happen that less land would be sold than might have been sold; that is, less than had been applied for. Such a result would be contrary to the intention of the law from which the Commissioners derive their authority.

5. The sole condition of purchase shall be the payment of money, at the rate of 1*l.* sterling per acre; and nothing, whether above or below the surface of the land, will be reserved by the Crown. Five per cent, on the amount of the purchase money shall be deposited at the time of making the tender, and the remainder shall be paid within one week of the sale. If the remainder of the purchase money be not paid within the time specified, the land shall be again open to purchase, and the deposit shall be forfeited.

The object of this Regulation is very important. Experience has demonstrated, that new colonies, planted in extensive countries, are apt to suffer from a want of hired labourers. In many cases this

the introduction of slaves or convicts—the greater evil, in some degree it has occurred, appears to have arisen from the facility with which labouring emigrants could obtain land of their own. Though their passages were paid for them on condition of their working a certain time for those who had borne that expense, the instances were rare in which they have not broken their engagements for service. Severe laws for the purpose of enforcing the contracts into which they had eagerly entered, have been found wholly inefficient. By a few months' labour for hire they have obtained a sufficient stock to set up for themselves; and, being able to get land for a mere trifle, or for nothing, they could not resist the temptation to become independent. But such independence has generally proved most disastrous to themselves, as well as to their former employers. It was an isolated, a solitary independence, which soon ended in the loss of their little stocks. They have then returned to their former masters asking for employment; but by that time, the capital of their masters, which had formerly employed them, had perished for want of labourers to use it; and at length all classes have been reduced to a state of privation and misery. Such has been the common fate of new colonies. In the present instance, it has been determined to put such a price upon public lands as shall ensure the observance of contracts made between emigrating capitalists and labourers; no land being obtainable for less than 1*l.* per acre, it is presumed that labourers taken out cost free, will work for hire until others shall arrive to take their place. With colonial wages, it seems probable that in three years every industrious workman will be able to save wherewith to buy land of his own. By other Regulations, it will be seen, that all the money paid for land is to be expended in conveying labourers to the colony. Supposing that the price of 1*l.* per acre should be sufficient to maintain a regular supply of hired labour, the result must be not less beneficial to the labourer than to the capitalist. In extensive colonies, where there are neither slaves nor convicts, and where land may be obtained for a trifle, the emigrant labourer has little or no chance of ever becoming a master; whereas in South Australia, provided always that the price of 1*l.* per acre should prove high enough for its object, the emigrant labourer, as soon as he has saved some capital, will obtain servants of his own, who, in their turn again, will become landowners and masters. Such a prospect appears infinitely preferable to that of becoming, though in less time, a solitary landowner, without help from any one, or any hope of obtaining wealth or leisure. But the advantages of preserving hired labour constantly, though with a frequent change of persons, are still more obvious, when one considers how this must affect the general prosperity of the colony. With a constant supply of hired labour, but certainly not without, capitalists will be able to pursue those modes of production which require the constant employment of many hands at the same time and in the same place. By means of thus combining the labour of many hands in each work, the produce from picked land will be great, in proportion to the capital and labour employed. A produce which is great in proportion to the capital and labour employed, in raising it, has these remarkable qualities; it is sufficient in quantity to afford both high wages to the labourer, and high profits to the capitalist; and it may be sold at a price sufficiently low to bear the expense of distant carriage. Here then are seen the peculiar attractions which it is hoped that South Australia will hold out to all classes of emigrants—high wages to the labourer, a high rate of profits and of interest to the capitalists, and foreign exchange, whereby to obtain for all the enjoyments of civilized life. But every thing depends upon the sufficiency of the price required for public land. Even he, whose object is to buy land at the outset of the colony, has a strong interest in the sufficiency of that price. If it were so low that the whole industry of the colony should soon be broken up into small fractions, and that the larger capitals originally taken out should perish for want of labourers to use them, then land which had become the property of individuals would possess little or no value; and thus the buyer might lose what little he had paid for land. But if the price be high enough from the beginning to ensure the greatest productiveness of industry, and its results—high wages, high profits and the means of foreign trade, then, it seems inevitable, that all private land must soon become worth more than has been paid for it, and that it must maintain such higher value; while some portions of it, forming the sites of towns, or being in the neighbourhood of towns, or of roads leading to a market, cannot but acquire a very high value when compared with the original price.

The foregoing remarks must not be considered as an assertion by the Commissioners that the prosperity of the colony will be ensured by means of the price of 1*l.* per acre. The prosperity of the colony must depend, in part, on other circumstances, such as the fertility of the soil—the quantity of capital that may be taken out, and the good conduct of all classes; nay, the Commissioners do not feel sure that the price of 1*l.* per acre will prove high enough for its object. What has been said above, therefore, must be taken as a statement of the motives with which, under the authority of the South Australian Act, they have adopted the price of 1*l.* per acre rather than any lower price.

6. The period during which 1*l.* per acre shall be the price of public land, is one year from and after the day on which the Governor shall sail from England; and after that period, the price will be raised, if it should seem expedient. In the event of there appearing any tendency to injurious dispersion among the colonists, the Colonial Commissioner shall have authority, after the expiration of three months from the date of the first sales, to raise the price of land to

any sum not exceeding 2*l.* per acre.

7. The lands comprised within the site of the first town will be divided into 1000 sections of an acre each, and, with the exception of 437 sections, which will be disposed of in

the preliminary sales, will be put up for auction, one section at a time, at the upset price of 1*l.*

The Act of Parliament requires, that there shall be no low price or minimum price for all lands, whatever may be their quality or situation. The town lands are, therefore, necessarily offered at a price much below their real value. But the quantity of town land being small, (after the preliminary sales there will remain 567 acres only) competition will greatly advance their price, and the aggregate proceeds will go in aid of the land loan, which the Commissioners are authorized to raise, if the sale should not at first yield an adequate amount for the immigration fund. By this arrangement the whole body of colonists will be benefited; whereas, if the town lands were disposed of in the same manner as other lands, the whole would almost certainly be purchased at the low price of 1*l.* per acre, by some one person, who would then sell them to others at their full value, and employ the profits to his own individual advantage.

8. Leases of the pasturage of unsold land shall be granted for terms of three years, at a rent of ten shillings per square mile per annum; the tenant having a right of renewal in preference to any other applicant. Such leases to be held subject to conditions, which will prohibit the cultivation of the land. The land, or any portion of it, shall be liable to sale, and if sold, the lease will terminate on a notice of two months. The tenant, however, will have a right of renewal to unsold portions.

The object of this Regulation is to afford the greatest facilities for the growing of wool, and rearing of live stock. As nothing will be let but the pasturage, and the tenant will not be allowed to cultivate the land, this Regulation does not interfere with Art. 5, which has for its object to prevent labourers from becoming landowners, until they shall have worked three years for hire. Indeed, these two Regulations agree in their object. By the low price of pasturage, one facility will be provided for a mode of production which has been most successful in the neighbouring settlements of New South Wales and Van Diemen's Land, while the price of 1*l.* per acre for land in possession will provide another facility, namely, shepherds, not being convicts, but persons brought up to the management of sheep and cattle. The cheapness of pasturage would be of little use without a constant and ample supply of pastoral labour.

9. An accurate statement of all purchases of land made, and leases of pasturage granted, specifying the quantity and situation in each case, and the name of the purchaser or tenant, shall be published from time to time in the colonial gazette.

PRELIMINARY SALES OF COLONIAL LANDS IN THIS COUNTRY.

By the Act of Parliament for erecting South Australia into a British Province, it is provided, that none of the powers and authorities which it confers shall be carried into effect, until the sum of £35,000. shall have been vested in the hands of the Commissioners, or of Trustees to be appointed by them, for the purchase of colonial land.

In compliance with this provision of the Act, the Commissioners will proceed to sell orders upon the Colonial Land Office for land, to be selected in the colony. Each order will be for one lot of land; and each lot will consist of a country section of 80 acres, and a town section of one acre. The price of an order for a lot, consisting of a country and of a town section, will be 81*l.* The holders of the first 437 orders sold in this country, will be entitled to priority of choice, with respect both to town and to country sections.

The mode of appropriating lots of land to the holders of land orders, or their agents, will be as follows. On the arrival of the Governor in the new colony, the site of the principal town will be determined; and the plan of the town mapped out and exhibited for public inspection. The Colonial Government will then purchase the land necessary for the Government buildings, and the remainder of the site of the town will be divided into acre sections; the

extent of the site being such as to give 1000 of these sections, exclusive of streets, quays and public walks.

As soon as this is done, a general meeting of the holders of the first 437 land orders, or their agents, shall be held,

and the order in which they shall select their town lands shall be decided by lot: one lot determining the turn in which each person shall select the whole of his town lands, whatever number of land orders he may hold, unless the holder of a plurality of land orders shall declare his intention to take different turns, for one or more of such orders, before the lots are drawn. When the map of the site of the first town shall have been open to public inspection for three days, (or less time if the general meeting should so determine) the choice of town lands shall commence, and it shall be conducted under such arrangements of detail as a majority of the holders of land orders shall determine. When the holders of the first 437 land orders have thus obtained their sections, the remaining town sections will be sold to the public in the manner specified in Regulation 7.

As soon as the country surveys have proceeded to a sufficient extent, a general meeting of the holders of the first 437 land orders or their agents, will be again held; when the order of choice shall be determined by a second lot, and the choice shall take place in the same manner as for the town sections. As soon as 437 country sections have been thus appropriated by the holders of the first 437 land orders, all other country sections will be open to public sale, in the manner before described.

After the 15th day of July one or more of the Commissioners will attend at the South Australian Colonial Office daily from 12 till 2 o'clock, to receive the communications of persons intending to purchase land, and to sell land orders, conferring priority of choice, according to the above regulations. After the first 437 lots have been disposed of, the sale of orders, conferring priority of choice will be discontinued.

The purchasers of orders for land will be required to pay a deposit of 25 per cent. upon the amount of their purchase money, for which deposit they will receive a receipt. When the provisions of the Act have been complied with, by the disposal of land orders to the amount of £35,000., and by the investment, in government securities, of the sum of £20,000. for colonial purposes, the Commissioners will give the purchasers of land orders one month's notice of the day upon which they will be required to pay up the remainder of their purchase money, and to exchange their receipts for land orders. The deposits to be forfeited, if the payment be not completed at the proper time; but to be returned, without deduction, if, in consequence of the non-fulfilment of the conditions of the Act, the appropriation of land should not take place.

The Trustees appointed for the receipt of these monies are, Sir William Molesworth, Bart. M.P., Raikes Currie Esq., and Pascoe St. Leger Grenfell, Esq.

Under the foregoing arrangements, those who advance the 35,000l. required by the Act, by the purchase in this country of orders for land to be selected in the colony, will secure the advantage which justly belongs to first purchasers; namely, that of priority of choice. This advantage cannot fail to be considerable. With respect to town sections, the value of priority of choice can scarcely be conjectured. In the neighbouring colony of New South Wales, the upset price of town lots, in the secondary township of Parramatta, and even in the infant townships of Windsor, Liverpool, Campbell-town, Narcellan, Pitt-town, Willerforce, Castlereagh, Richmond and Watson's Bay, is 20l. per acre. In Sydney, the capital of the colony, town lots are so valuable that they are put up, not by the acre, but by the perch. (See Sydney Calendar for 1834, page 271.) But the value of town lots in the neighbouring colonies greatly exceeds the upset price. Mr. Wentworth, of New South Wales, author of *An Account of Australia*, states, that the value of land in the town of Sydney, more than 12 years ago, ranged from 50l. to 1000l. per acre; and we are told, in Prinsep's *Journal of a voyage from Calcutta to Van Diemen's Land*, that, adjoining to houses in Hobart Town, the soil sells for 300l. per acre.

value than the remotest belts, exterior to the first. Now in South Australia, the supply of public land will be so regulated, that the value of the remotest belt, for which there is a demand, must, at the least, be equal to 1l. per acre; and therefore, the value of all the belts within the exterior belts must exceed 1l. per acre; the excess of value above 1l. per acre, being greater as the distance from the town is less. Rapid fortunes have been realized as well in Australia as in North America by the increased value which is acquired by country sections being newly settled towns. Nevertheless it is the priority of choice with respect to their town sections, from which the purchasers of the first 437 land orders will derive the greatest advantage. The New South Wales Calendar for 1834, says, "Fortunate must that man be accounted who possesses landed property in the Town of Sydney; for 35 years ago the whole of the land now occupied by George-street might have been bought for a few dollars; a handful of sovereigns would now scarcely suffice to purchase, in the same situation, a single foot of ground."

REGULATION FOR THE EMIGRATION OF LABOURERS.

It is hoped that hereafter the amount of the fund, obtained by the sale of public lands, will prove a sufficient rule for apportioning the supply of labourers to the wants of capitalists. For some time, however, no such rule can come into operation. Meanwhile, the Commissioners, fearing that too many, rather than too few labourers, should reach the colony during its infancy, have resolved that, except under peculiar circumstances, no labouring emigrant of either sex shall be conveyed thither by the Commission, unless he or she shall have been hired for at least one year by some emigrant of property. For persons who may be so hired, to the satisfaction of the Commissioner, the cost of passage will be defrayed, provided always that the persons so hired shall be adults, under the age of thirty years. A detailed statement of the mode in which this regulation is to be carried into effect, will be published as soon as the time shall have been fixed for the departure of the Governor for the colony.

By means of this Regulation, it will be seen that any man of land may have his purchase-money returned to him in the most valuable shape. Whatever the line of industry that any capitalist may intend to pursue in the colony, all the workmen whom he may choose to engage for that purpose, will be set down in the colony free of cost to himself. Masters, also, who may not engage actively in any work of production, will enjoy a similar advantage with respect to domestic servants. The value of this Regulation will be made apparent by reference to the following circumstance. It has been proposed, that contracts should be made in England, for the erection of public buildings in the colony, such as a government house, court house, land office, &c. Supposing such a contract entered into by a capitalist intending to emigrate, the chief means of carrying it into effect, the masons, bricklayers and carpenters, without whose united labour nothing could be done, would be set down in the place where the work was to be performed, and without any expense to the contractor. But for this circumstance, no man of prudence would enter into such a contract; it is only the certainty of obtaining skilful labourers, that would justify him in engaging to perform what cannot be done without skilful labour. This case of a supposed contract for building, has been mentioned only by way of example. What would render it not imprudent for a builder to enter into a contract with the colonial government, would induce others to project undertakings which require the constant employment of many labourers in the same work. This is the peculiar distinction of the present colony. Without either slaves or convicts, capitalists of every description will obtain, without cost, as many labourers as they may wish to employ; and engagements which labourers may make for a short term of service, will be maintained. The means of securing all this, is a proper price for public lands.

By Order of the Commissioners,

ROWLAND HILL,

61, Lincoln's Inn Fields.

Secretary.

7 July, 1835.

* * After the 10th Instant, the Office of the Commission will be at No. 6, Anaphi Terrace.

63 Copies of the Act of Parliament, and further information as to the plan of the intended Colony, may be obtained at the Office of the Commission, where persons desirous of purchasing land are requested to apply, and where a register of such applications is open.

The Commissioners recommend all who contemplate emigration to the proposed Colony, to examine for themselves the evidence as to soil, climate, &c. This evidence was collected under the direction of the late South Australian Association, and may be found condensed in a work entitled "The New British Province of South Australia; or a description of the Country, illustrated by Charts and Views, and an Account of the Principles, Objects, Plan, and Prospects of the Colony."—Knight, London. Price 3s.

The following works on the Australian Colonies, which contain much valuable and interesting information, may be obtained of all booksellers:—

A Letter from Sydney, the Principal Town of Australasia, together with the Outline of a System of Colonization. Edited by Robert Gouger.

The Present State of Australia, its Prospects in reference to Emigration, and an Account of its Aboriginal Inhabitants. By Robert Dawson.

A Statistical Account of the British Settlements in Australasia, including the Colonies of New South Wales and Van Diemen's Land; with an enumeration, as well with reference to each other, as to the United States and the Canadas; and Directions and Advice to Emigrants. By W. C. Wentworth, Esq.

An Account of the State of Agriculture in New South Wales; with other information for those about to emigrate to that Colony. By James Atkinson.

The Journal of a Voyage from Calcutta to Van Diemen's Land, comprising a description of that Colony during a Six Months' Residence. From original Letters, selected by Mrs. Augusta Prinsep.

Journal of several Expeditions made in Western Australia, during the Years 1829, 1830, 1831, and 1832. London.

A Voyage to Terra Australis, undertaken for the purpose of completing the Discovery of that vast Country, in the Years 1801, 1802, and 1803, in His Majesty's Ship the Investigator. By Matthew Flinders. G. and W. Nicol, Pall Mall.

Carmichael's Hints to Emigrants. London, Ellis & Co.

Extracts from the Letters and Journals of George Fletcher Moore, Esq. now filling a Judicial Office at the Swan River Settlement. Edited by Martin Doyle.

Two Expeditions into the Interior of Southern Australia, during the Years 1828, 1829, 1830, and 1831; with Observations on the Soil, Climate, and General Resources of New South Wales. By Capt. Charles Sturt.

Bennett's Wanderings in New South Wales, &c., being the Journal of a Naturalist.

Colonization of South Australia. By R. Torrens, Esq. F.R.S. Chairman of the Colonization Commission for South Australia.

COUNTRY AGENTS,

To whom applications may be made for information, or for the papers issued by the Commissioners.

Arundel.....	Northampton.....Messrs. Abel & Sons
Ashbourn.....	Norwich.....
Barnstaple.....	Nottingham.....Mr. R. Sutton
Bedford.....Mr. R.W. Robinson	Oxford.....
Berwick.....	Peterborough.....
Birmingham.....Mr. James Drake	Plymouth.....Mr. Ed. Nettleton
Bolton.....Mr. John Taylor	Poole.....
Boston.....	Portsmouth.....
Brighton.....	Reading.....Mr. Geo. Lovejoy
Bristol.....Mrs. Bingham	Salisbury.....Mess. Brodie & Co.
Broomsgrove.....Mr. J. Green of Rednall	Sheffield.....
Buckingham.....	Sherborne.....Mr. A. Sandford
Bury St. Edmunds.....	Shields.....
Cambridge.....	Shrewsbury.....
Canterbury.....Mr. C. Marten	Southampton.....Mr. John Wheeler
Carlisle.....Mr. H. Scott	Stamford.....
Caernarvon.....Mr. J. Trevor	Tavistock.....Mr. T. Frazton
Chatham.....	Taunton.....Mr. J. W. Marriott
Chelmsford.....Messrs. Chalk & Co.	Waltham Abbey.....Mr. Charles Fry
Cheltenham.....Mr. Wm. Wright	Weymouth.....Mr. B. Benson
Chester.....	Whitehaven.....
Chichester.....Mr. W. H. Mason	Winchester.....Mess. Jacob & Johnson
Colchester.....	Wolverhampton.....
Darlington.....	Worcester.....Mr. Edwin Lees
Derby.....Mess. G. Wilkins & Son	Yarmouth.....Mr. Geo. Lucas
Devonport.....Mr. W. Byers	York.....
Devizes.....	
Dorchester.....Mr. T. Clark	Aberdeen.....Mr. Neil Smith
Epping.....Mr. F. Griffiths	Cupar.....Mr. Tullis
Exeter.....Mr. Dymond	Dumfries.....
Falmouth.....Mr. Jas. Philip	Dundee.....
Gloucester.....	Edinburgh.....
Guernsey.....Mr. Matthew Moss	Glasgow and the Port of Clyde} Mr. D. McLaren
Hereford.....Mr. C. Anthony	Haddington.....Mr. Thos. Lea
Holt.....Mr. J. Shalders	Inverness.....
Hull.....Mr. W. Stephenson	Leith.....
Jersey.....Mr. Ferris	Montrose.....
Lancaster.....	Paisley.....
Leamington and Warwick } Mr. John Merrirow	Perth.....
Leeds.....Messrs. Baines	Stirling.....
Leicester.....Mr. T. Coombe, jun.	
Lewes.....	Belfast.....
Lincoln.....Mess. W. & B. Brooke	Cork.....
Liverpool.....Mess. Willmer & Smith	Dublin.....
Lymington.....Mr. Rich. Galpine	Galway.....
Lynn.....	Limerick.....
Maidstone.....	Londonderry.....
Manchester.....	Newry.....
Milford Haven.....	Waterford.....
Newcastle.....Mr. E. Charley	

Letters to the Agents must be post paid.

No. 1.

2nd copy - 7 July 1835

SOUTH AUSTRALIA.

REGULATIONS

FOR

THE DISPOSAL OF LAND IN THE COLONY,

FOR THE

PRELIMINARY SALES OF COLONIAL LAND
IN THIS COUNTRY,

AND FOR

THE EMIGRATION OF LABOURERS.

APPENDIX V.

S.A.Coy. K.I. Establishment 16th May, 1837.

List of servants by the South Austn. Company at Kingscote and amounts wages paid in money received by each per week.
 First Copy sent to the Manager in London per Rapid - sailed 19th May, 1837.

Name	Occupation	Wages	Notes	Wages	Notes
W. Walker	Laborer	13/-	p.wk.	24/-	p.wk.
T. Tindal	Smith's Asst.	15/-	"	22/-	"
C. Powell	Gardner	20/-	"	30/-	"
J. Jones	Laborer	15/-	"	24/-	"
T. Waldron	"	16/-	"	"	"
S. Nevill	"	15/-	"	27/-	"
W. Flaxman	Storekeeper	20/-	"	"	"
G. Allen	Boat builder	40/-	"	50/-	"
C. Chittenden	do's Asst.	14/-	"	"	"
Bushell	Boat Builder	38/-	"	50/-	"
J. (I?) Snoswell	do's Asst.	16/-	"	"	"
I. Barnet	Labourer	15/-	"	24/-	"
W. Hutton	Sawyer	22/-	"	45/-	"
E. Palmer	Laborer	15/-	"	24/-	"
E. Byfield	Wheelwright	25/-	"	40/-	"
J. Lyne	Sawyer	24/-	"	45/-	"
J. Thompson	Laborer	15/-	"	"	"
G. Richards	Carpenter	20/-	"	40/-	"
J. (?) Cranfield	Bricklayer	15/-	"	30/-	"
W. Staples	Boatman	18/-	"	24/-	"
Rochester	do.	26/-	"	"	"
J. Buck	do.	26/-	"	"	"
J. Simmons	Smith	80/-	"	"	"
Hubbard	Boat Builder	50/-	"	"	"
F. Keubler	Cooper	36/-	"	"	"
I. Calnan	"	40/-	"	42/-	"
S. East (Senr)	Smith & Wheelwright	26/-	"	40/-	"
S. East (Jnr.)	do & do	20/-	"	35/-	"
Smith	Sawyer	20/-	"	35/-	"
J. Lee	Carpenter's Asst.	18/-	"	24/-	"
I. Baggs	laborer	18/-	"	30/-	"
A. Williams	Carpenter	55/-	"	60/-	"
I. Bennett	Cabinet maker	35/-	"	50/-	"
I. Harrison	Wheelwright	26/-	"	40/-	"
I. Boots	Cooper	30/-	"	40/-	"
L. Broadbent	laborer	15/-	"	24/-	"
R. (B?) Walker	Smith	30/-	"	40/-	"
E. Shebbings	do's Asst.	22/-	"	30/-	"
I. Clarke(s)	Carpenter	35/-	"	40/-	"
J. Robins	do	35/-	"	"	"
J. Brakehill (?)	Laborer	22/-	"	"	"
I. Bruze	Bricklayer	50/-	"	"	"
Q. Meyer	laborer	20/-	"	"	"
J. Sucordie(?)	do	20/-	"	"	"

I. (J?) Sander	Laborer	20/-	p.wk.	Piece Work		
H. Stukebrad	do	20/-	"			
J. Nelson	Cooper	40/-	"			
J. Carter	Carpenter	50/-	"			
W. Ward	do	50/-	"		"	
J. Green	Bricklayer	45/-	"			
H. Whitman	labourer	24/-	"			
I. Anthony	Agricultural laborer	26/-	"			
H. (?) Ahrens	do	14/-	"		"	20/- p.wk.
H. Q. Hofferma	do	14/-	"		"	20/- "
J.R. Kleinschmidt	do	14/-	"		"	20/- "
Q. Rhen	Flax Grower	16/-	"		"	23/- "
Q. Scheltz	Vine Dresser	16/-	"		"	24/- "
E. (?) Stein	do do	16/-	"		"	24/- "
I. Slater	Boatman	18/-	"			
G. Thompson	do	18/-	"			
I. Masey	Smith's Asst.	26/-	"			
H. Doddrop(?)	Smith	25/-	"		"	24/- "
B. Germain	Fishermen	£20	pr. annum			
Q. Germain	do	£80	"			
S. Germain	do	£50	"			
W. Prout	do	£60	"			
J. Wright	do	£110	"			
G. Courtoy	Shipwright	40/-	p.wk.			
R. Hayman	do	40/-	"			
G. Cummins	do	40/-	"			
M. Parlow(?)	Dock laborer	18/-	"		"	24/- "
I. Watkins	Butcher	20/-	"		"	24/- "
I. Rowe	Agricultural	14/-	"		"	24/- "
W. Gregory	do	14/-	"		"	24/- "
W. Renwick(?)	Bricklayer's laborer	30/-	"			
I. Gerkin	Sawyer	40/-	"			
W. Henderson(?)	do	40/-	"			
J. Bracksel	Well digger	26/-	"		"	36/- "
J. Haldane	Carpenter				"	45/- "
W. Pearn	Cabinet Maker				"	40/- "

I.B. The sums stated in the right hand column are in some instances actually earned, and in others, they are estimates by Mr. Beare as what would be earned by six days work, were the persons sober and industrious - as to the Emigrants pr. South Austr. it is thought by Mr. Beare that they will earn their wages - They are on the whole of good character.

D. McL.

APPENDIX VI.

Average daily wage-rates prevailing in Adelaide for various occupations between January, 1837 and December, 1838. Statistics compiled from the following sources:- (1)

"The Land of Promise": J. Stephens. PP 143-4; 145-6

"South Australia in 1837": R. Gouger. PP 95; 102.

"South Australia": H. Capper. PP 167; 168; 173; 177.

"South Australian Gazette & Colonial Register": Vol. I; 2. . . 4
Vol. I; 5. . . 2
Vol. I; 17. . . 1

Date	Occupation	Wage per Day	Date	Occupation	Wage per Day
Jan., 1837	Casual labourers	5/- to 10/-	Aug., 1837	Bricklayers	5/- to 7/-
	Day labourers	7/- to 8/-	Sept. "		
Feb. "	General labourers	6/- to 7/-	Oct. "	Labourers	5/6 to 5/-
	Carpenters	10/- to 12/-		Tradesman	10/- to £1
Mar. "	Joiners	10/- to 12/-	Nov. "	Labourers	5/- to 6/-
	Masons	8/- to 10/-		Tradesmen	8/- to 10/-
	Bricklayers	8/- to 10/-	Dec. "		
Apr. "	Labourers	5/- to 7/-	Jan., 1838		
Jun. "	Casual labourers	4/- to 5/-	Feb. "	Labourers	5/- to 7/-
	Labourers	5/- to 6/-		Contracted labour	8/- to 12/-
	Carpenters	6/- to 7/-		Masons	
	Bricklayers	6/- to 7/-		Carpenters	10/- to 12/-
	Stonemasons	6/- to 7/-		Sawyers	15/- to £1
July "			Mar. "	Casual labourers	5/- to 6/-
Aug. "	Labourers (piece wk)	13/6		Labourers	7/- to 10/-
	Labourers	5/- to 7/-		Servants (female with keep)	3/6 to 4/-
	Carpenters	9/6 to 10/-		Tradesmen	8/- to 12/-
	Sawyers	9/6 to 10/-	Apr. "		
	Stonemasons	6/- to 7/-	May "	Tradesmen	14/-
			Jun. "	Builders	12/- to 14/-
				Carpenters	12/- to 14/-
				Joiners	12/- to 14/-
				Masons	12/- to 14/-
				Bakers	8/- to 10/-
				Tailors	8/- to 10/-

(1) These wages were frequently obtained with keep

Jun., 1838	Shoemakers Harness makers Labourers	8/- to 10/- 8/- to 10/- 6/- to 10/-
Jul.	"	
Aug.	" Carpenters	14/-
Sept.	" Carpenters Bricklayers Plasterers Labourers	13/- to 14/- 13/- to 14/- 13/- to 14/- 7/- to 10/-
Oct.	"	
Nov.	"	
Dec.	"	

APPENDIX VII.

S.A. Coy. K.I. Establishment

Misc. Unaccessioned Papers (S.A. Archives 38A)

Extract from Inventory of Merchandise, Valuation of Houses, Buildings, Tents, Cleared Ground, Farming Implements etc. taken at Kingscote 1st November 1838.

Valuation of Stock at Farm

Viz at Cottage, Huts, & Tents	£75. 0. 0	
Pigs Styes & Fencing	40. 0. 0	
" " " "	50. 0. 0	
56 Pigs	76. 10. 0	
Crops in the Ground	100. 10. 0	
1 Devon Cow & Calf	32. 0. 0	
4 Working Oxen	100. 0. 0	
Farming implements	144. 6. 0	618. 6. 0

Boat Builders Shop A/c

6 New Whale Boats	192. 0. 0	
4 Old " "	100. 0. 0	
2 " " " (not fit for service)	10. 0. 0	
"George Martin" Boat	40. 0. 0	
Water Boat	38. 0. 0	
"Lively" Cutter	50. 0. 0	
Tools, Nails, Paints & Timber	116. 16. 0	546. 16. 0

Valuation of Houses, Buildings, Stores, Tents, together with cleared Ground Crops etc.

17 Tents @ £5 each		85. 0. 0
Wholesale Store		1,200. 0. 0
Carpenters Shop, Coopers Shop, & two long thatched Sheds		105. 0. 0
Large thatched Shed		150. 0. 0
Jetty and Railway		240. 0. 0
Boat Builders Shop		120. 0. 0
Smith with bellows etc.		100. 0. 0
3 Cottages		140. 0. 0
4 Brush Huts		20. 0. 0
Flaxman's Cottage		60. 0. 0
Bushel's " "		120. 0. 0
Hare's " Buildings & Fences		300. 0. 0
Drescher's " & Out House		220. 0. 0
Beare's House & Out House, Stables, Fences		500. 0. 0
Thompson's Cottage		50. 0. 0
Giles's House & Out House Paling around Garden etc.		900. 0. 0
Mathenson's (?) late Mildred's House		300. 0. 0
Retail Store		200. 0. 0
4 Cottages		350. 0. 0
7 " @ £40 each		280. 0. 0
Bakehouse & Cottage		180. 0. 0

House Unfinished	150. 0. 0
House & Premises at Beere's Point with out Houses, etc.	1,000. 0. 0
Doddrige's Cottage	60. 0. 0
Counting House & Mail Store	200. 0. 0
Crops of Potatoes & other Vegetables with Fruit trees, Cleared Ground etc.	250. 0. 0
Stores, Merchandise, Gear, Tools, etc.	14,455.16. 7
Patent Slip, Machinery ex Solway per Solway	2,618. 3.11
	<hr/>
TOTAL	<u><u>£25,559. 2. 6</u></u>

APPENDIX VIII.

S. A. Coy. K.I. Establishment

Misc. Unaccessioned Papers (S.A. Archives 38A)
 Extract from Inventory of Merchandise;
 Valuation of Houses, Buildings, Tents, Cleared
 Ground, Farming Implements etc. taken at
 Kingscote 1st November, 1839

Valuation of Stock at Farm =

vis at Cottage & Huts	40. 0. 0
Pigs Styes & Fencing	60. 0. 0
3 Heifers @ £15 each	39. 0. 0
3 Yearlings @ £7 "	21. 0. 0
1 Bull " £12 "	12. 0. 0
1 He Goat " £3 "	3. 0. 0
2 Pigs	2. 0. 0
1 Bear	2. 0. 0
TOTAL	179. 0. 0

Valuation of Crops

Vegetables

Wheat 2 ac. 1 r. 25 f.	20. 0. 0
Barley 0 ac. 2 r. 10 f.	4. 0. 0
Oats 0 ac 2 r. 20 f.	5. 0. 0
Mangel	
Wurzels @ ac. 0 r. 20 f.	4. 0. 0
Potatoes @ ac. 3 r. 10 f.	10. 0. 0
TOTAL	45. 0. 0

Cooper's, Boat Builder's & Carpenter's Shops

3 New Whale Boats @ £27	81. 0. 0
1 Water Boat with Sails @ £30	30. 0. 0
"Lively" Cutter @ £50	50. 0. 0
Tools, Nails, Paint & Timber etc.	268. 9. 3
TOTAL	429. 9. 3

Valuation of Houses, Buildings Stores Tents etc.

Wholesale Store	1,000. 0. 0
Coopers' Shops & Long thatched Shed	100. 0. 0
Large Thatched Shed	120. 0. 0
Boat Builders Shops	100. 0. 0
Smithy	80. 0. 0
3 Cottages	100. 0. 0
Flaxmen's Cottage	45. 0. 0
Bushel's "	180. 0. 0
Thomson's (sic) "	40. 0. 0
Here's House, Buildings, & Fences	300. 0. 0
Drescher's " " , & Out Houses	200. 0. 0
Beare's " " " " Stables Fences, etc.	300. 0. 0

Giles House, Out Houses, Palings around Garden	800.	0.	0
Mathiesons(sic) late Mildred's House	250.	0.	0
Retail Store	150.	0.	0
4 Cottages	300.	0.	0
7 Cottages	210.	0.	0
Bakehouse & Cottage	150.	0.	0
House unfinished	120.	0.	0
House & Premises at Beare's Point	800.	0.	0
Doddrige's Cottage	50.	0.	0
Counting House & Nail Store	200.	0.	0
10 Tents @ £4 each	40.	0.	0
Railway & Jetty	200.	0.	0
Patent Slip [etc]	2,618.	3.	11

TOTAL 8,648. 3.11

Valuation of:
Stores, Merchandise, Provisions
tools, etc.

TOTAL 7,686.14. 8

£16,886. 7.10

APPENDIX IX.Notes on K.I. Water Supplies

2 With reference to the request for data concerning water supplies on Kangaroo Island, the following notes are submitted:-

5 The underground water on Kangaroo Island is generally brackish to salt. In restricted areas very small yields of "fresh" water can be obtained from shallow wells. In such cases the fresh water is usually resting as "cream" on salt water. As the summer advances - so the supply of fresh water diminishes, the loss being principally due to:-

4 Its use by stock, etc.

Evaporation - the ground water table generally being near the surface.

Transpiration by vegetation.

6 The widespread salinity of the ground and surface waters on the Island is suggested as being due to cyclic salt deposited on the land by wind and rain. The fact that the majority of lakes and lagoons, particularly on low-lying areas, being salt is probably due to the same cause. Occasional fresh water lagoons occur on the high lands in the western end of the Island.

3 The fresh ground water occasionally found near the coast line is generally associated with coastal sand dunes where it is generally found resting as a "cream" upon salt water.

6 On the high lands, particularly in the western end of the Island, occasional fresh water springs occur - the ground water being stored in the upper weathered zone of the bed rock from which it is slowly seeping at favourable locations. The yields from such sources are usually very small. Most of these springs go dry as the summer advances.

3 It is suggested that the relatively high salinity of the flows in creeks and streams, particularly in the eastern and central portions of the Island, is due to cyclic salt.

(Sgd.) Ralph W. Segnit.

GEOLOGIST.

S.A. Dept. of Engineering & Water Supply.

1st January, 1952.

APPENDIX X.

SPECIAL LAND ORDER
NO. 438

COPY

South Australia
Land Order

8
In pursuance of the provisions of the Act, 4th and 5th William 4th Cap 95 intituled "An Act to empower His Majesty to erect South Australia into a British Province or Provinces and to provide for the Colonisation and Government thereof", George Fife Angas (Esq.?) Thomas Smith Esquire and Henry Kingscote Esquire, have paid for Four Sections of Land containing eighty acres each in Kangaroo Island, for the purpose of providing, without waiting for the Surveys, shelter and food for (officers?) and servants and upon the following conditions

1
viz.

3
1st Such sections to be selected by (the?) Agents of the said George Fife Angas, Thomas Smith and Henry Kingscote, either together or separately.

7
2nd The selection not to interfere with the prior right of selection conferred upon the other party by the regulations for the preliminary sales already effected.

14
3rd In the event of the selection made by the Agent of the said George Fife Angas, Thomas Smith and Henry Kingscote interfering with the rights of other parties under those regulations then the said George Fife Angas, Thomas Smith and Henry Kingscote shall exchange the lot or lots thus claimed by other parties for an equal quantity of land not subject to a prior claim in any other quarter. The said George Fife Angas, Thomas Smith, and Henry Kingscote however, shall hold, under any circumstances, such portion of the land as may be really and bona fide occupied by the buildings of the said George Fife Angas, Thomas Smith and Henry Kingscote erected for the purposes above recited (mutilated) a right of road of not less than fifty (mutilated) wide on every side of and adjoining to the said buildings, and to end from thence in such direction as the Surveyor General of the Colony shall think right from and into the nearest public highway which shall be made.

3
4th The Selection to be made subject to the same right of roads and foot paths and to the same reservation with respect to water frontage as may be determined on with reference to other lands in the Colony.

You are to put the said George Fife Angas, Thomas Smith and Henry Kingscote their Agents or Assigns into possession of the aforesaid lands, on the condition aforesaid, and to procure a grant thereof to be made to them their Heirs and

Assigns, subject to the laws and regulations of the Colony

Dated London, this Fifth day of February 1856

R. Terrens } Colonisation Commissioners
Edward Barnard } for South Australia.

Entered
Geo Evans

Rowland Hill Secretary

To the Resident Commissioners
of Public Lands of the Colony
of South Australia.

(L. S. ?)

A true Copy
T. Drescher.

APPENDIX XI

S.A. Co.K.

The legal Opinion of Chas. Mann, Retained Counsel of the S.Aust. Co., on the Rights Conferred upon the Company by Special Land Order No. 438 given on the 12th July, 1838.

"Opinion"

- "1st It is clear from the conditions of the Land Order 438 that the Right of selection vested in the holders of Preliminary sections is such as to give a right of choice to any holder having an early choice of the spot chosen by the Company - at Kingscote
- "2nd But in such a case the Company would be entitled to hold all buildings - bona fide occupied by them - and erected for the purpose of providing shelter and food for their servants with a right of road not less than - sixty feet on every - side of - such buildings and to and from thence in such direction as the Surveyor General of the Colony shall think right from and into the nearest public Highway which shall be made.
- "3rd The right of way thus reserved is not 'a way of necessity' but of contract and should any party claim - his - section on the spot the Surveyor General should be immediately called upon to define and mark out the proper right of way - accruing to the Company - around and from their buildings
- "4th It is obvious that some ground for quibble may arise out of the question of what buildings have been 'bona fide' erected - 'for the shelter and food' of the Company's servants; and in order to prevent it I think it would be wise - to use - any right of early choice under the Preliminary surveys which the Company may possess by choosing a section or two at the Island. - In such case the 4 sections to which the Company are entitled under Land Order 438 - must I think be chosen at some other spot on the Island.
- "5th In case any party having an early right of choice of rural lands should elect to choose his section at sections on the spot in question - I think - it would be advisable to give him verbal notice of the Rights of the Company on the spot - and afterwards to serve him with a written notice defining if possible by metes and bounds all the Companys buildings - and claiming and defining the right of way round and from such Buildings. - A requisition should also be made to the Surveyor General to mark out and define the right of way.

"6th It does not seem quite clear whether the 60 feet round the buildings is a private or public way; - but I think it is probable that it would be held to be a - public way. - This is a material point for consideration as affecting the value of the Company's property - in case of an adverse choice - at Kangaroo Island by a 3rd party.

"7th I think it essential in case the Company intend to claim the special survey on account of - any fixed number of their Preliminary Land Orders to give notice of their intention - in writing - to hold over - for that purpose and strictly speaking, I think - it would be inferred from the Order for the Survey that - the district in which the Survey is to take place should also be named.

APPENDIX XII.

S.A. Co. M.D. fr. Col. Mgr. to Lond. Off. 23 Jan., 1837 to
20 Mar., 1841

D. McLaren to E. Wheeler 18th May, 1838 P.3
(Received London 4/2/1839)

"Coy. gained 2nd, 4th, 6th, and 7th choices in 'G'
" " " 2nd choice in H.

.....

"Your anxiety, & that of the Directors, will be most naturally excited as to Kingscote. It cannot be greater than Ours was here - Mr. Morphett for the (illegible) Choice as determined by lot of 5 sections for Richard Blundell Esq. "reserved" 2. The Governor for the third choice reserved 3. For the Fourth choice I reserved -

The Governor wished me to purchase his first right of choice for which he asked £1000 saying that although he would not go to Kingscote & take Our buildings, he would sell his right of choice to any man who would give him £1000

At the meeting on 17th Mr. Morphett declared his first Reserve to be in G. I gave public notice of the peculiar rights of the Co there - produced the Land Order 438, which was read aloud by the Advocate General. It was previously well known by Mr. Morphett.

The Advocate General acting for the Governor took his 3 reserves in E

I declared my first reserve to be in G Mr. Morphett then took his 2nd in G & 1st in H* I chose next - took the 2nd in H & thereafter the 4th in G (*Note that Morphett is mentioned above as having taken his first in G)

The first in G, I could not prevent. The lot gave it to him. I did what I could, by reserving my first choice (illegible) declaring for G. I might have secured the 3rd in G and the 1st in H and have felt very much grieved at having missed the opportunities. I did not suppose more than 2 or 3 would have been taken in G, & thought it questionable if any would go to H at all. The Small Well is there, from which we get water at Kingscote. That Ought to have been secured. You may be surprised I did not - so am I - I was partly (illegible) to Risk it, from Mr. Giles assuring me that there was no danger but we would get Water easily on other parts of the same beach, which I am persuaded will be found, to be the case - but still

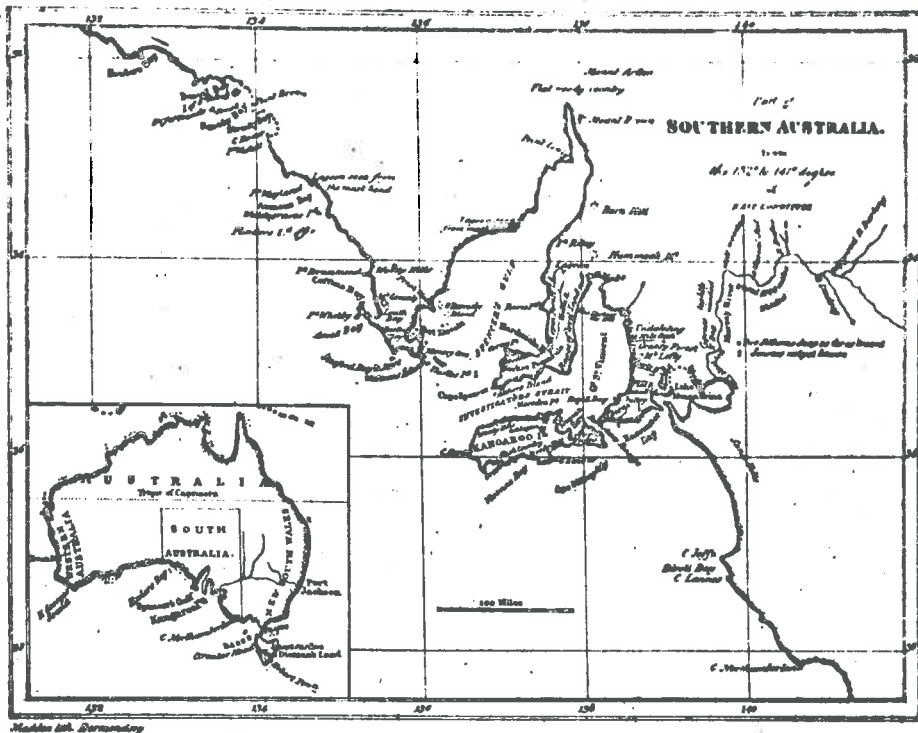
it was very far wrong, to put so important a matter, in jeopardy when it could have been secured - that I do most freely admit. I saw my mistake when it was too late to remedy it, and my hope is, that the Well will be found to be within 60 feet of the hut erected there, which will give us another chance for it. And should this hope fail, I trust we shall find the other realised, and that water will be got in other places along the beach

Your Correspondence with the Commrs. as to Kingscote acquires a melancholy additional interest, from the state of Matters here, and as a much greater amount of capital has been expended at Kingscote, in consequence of the (illegible) Occupation of the Country Lands. The Directors are entitled in Equity to some very considerable recompense."

APPENDIX XIII.

A CIRCULAR
to
EXPERIENCED FARMERS, POSSESSING SMALL CAPITALS

(By courtesy of the S.A. Archives)



SOUTH AUSTRALIAN COMPANY.

DIRECTORS.

G. F. ANGAS, Esq. CHAIRMAN.

RAIKES CURRIE, Esq.
CHARLES HINDLEY, Esq. M.P.
JAMES HYDE, Esq.
HENRY KINGSCOTE, Esq.
JOHN PIRIE, Esq. Alderman.

CHRISTOPHER RAWSON, Esq.
JOHN RUNDLE, Esq. M.P.
THOMAS SMITH, Esq.
JAMES RUELLE TODD, Esq.
HENRY WAYMOUTH, Esq.

MANAGERS.

EDMUND JOHN WHEELER, Esq.

MANAGERS IN SOUTH AUSTRALIA.
DAVID M'LAREN, Esq.

New Colony of South Australia.

TO EXPERIENCED FARMERS, POSSESSING SMALL CAPITALS.

THE SOUTH AUSTRALIAN COMPANY, having purchased a considerable tract of Freehold land, and leased an extensive district of Pasturage in South Australia, are prepared to grant Leases on the following terms, to experienced Farmers, who may be disposed to become settlers in that free and healthy British Province.

The Farms will consist of a half, a whole, or a double section of freehold land, (a section being 134 acres,) according to the wishes and property of the Tenant; attached to which will be a square mile (or 640 acres) of land for exclusive pasturage. The rent (regulated by the size of the Farm) will be on the lowest possible scale, and vary every seven years,—the rent of 134 acres of freehold land and 640 acres of exclusive pasturage will, for the present, be about £12 yearly, the first seven years, and during the remainder of the term the increase will be very moderate; and should the Tenant need assistance to erect Farming Buildings, or stock his land, the South Australian Company will have no objection to aid him with an advance proportionate to the capital expended on the Farm. The Tenant, after repayment of the advance (if made,) will have a right at any time during the lease to purchase his farm, with all fixed improvements, at a price specified in the lease; and he will also have the privilege of selecting his land in the Colony. Copies of the form of Lease can be had at the Company's Office.

In order to provide for the due cultivation of the farm, every applicant will be required to possess a small amount of ready money, which he will be expected to deposit (on signing the lease) with the Company in London, but for which an order will be given him on their Manager in the Colony. He will also be required to engage (before executing the lease) at least two labourers, married, and under thirty years of age, for whom a free passage will be provided in the same vessel which conveys the master.

By arrangements which have been made, each farmer, with his family, can have a most comfortable secondary cabin passage, in first-class rooms and coppered ships, with a separate cabin, and the benefit of medical attendance, for a sum comparatively small, which will also include provisions of the best quality and of ample quantity; and the punctuality of the vessel's departure at the appointed time may be relied on.

To prevent delay, and save expense of frequent postage, every applicant is requested to mention in his letter the age of himself and wife, and the ages and sexes of his children; also the time by which he can engage to join the ship, and if possible to state the same particulars of the labourers he may contemplate engaging. This information is desired, in order that the Company may be able to ascertain the precise cost of the passage, and communicate it in their reply; but the expense of passage to the Farmers is not expected to exceed from £10 to £20 for each adult according to the style of living; labourers, as before stated, go quite free.

It is recommended that no bulky articles of furniture be taken, and that every thing be done to pack wearing apparel, and other useful articles of baggage, as close as possible. No freight will be charged by the ship on any articles placed within the cabin; but for the sake of comfort and health, as much room as possible should be left therein. For farming implements, &c. in moderate quantities, room can be had in the hold of the vessel; but the Directors feel it right to remark, that all articles stowed in the ship's hold are subject to a charge for freight, which is however moderate.

As the Directors, in determining on the present plan, are actuated by a desire to benefit industrious individuals who are led, by the little prospect of success in Britain, to turn their attention to other countries, they will require from every applicant the most satisfactory testimonials and references as to ability, character, and principles; it being their invariable rule to have no connection with any persons of dissolute habits, or immoral principles, and whose former conduct will not bear a strict examination.

The Directors further remark, that by virtue of the Act of Parliament, which erects South Australia into a British Province, the Colony can never be made a penal settlement, it being expressly stipulated that no convicts shall be sent to it. The Government and a large party of settlers have long since left England; and the number of ships which have gone to the Colony (up to January, 1837) is fifteen, supposed to have conveyed about 10000 emigrants. Vessels are now on the berth for the new settlement, to be followed by others at short intervals of from 20 to 40 days; but early arrangements should be made to secure a passage, on account of the number of individuals proceeding thither.

* Some valuable hints upon this subject, and emigration generally, will be found in a little Work entitled "South Australia," by H. Capper, and sold by W. Waring, 43, Strand, and all Booksellers. Price 1s. 6d.

The Directors (with a view to the better information of all parties) have annexed a small Map of South Australia, the accuracy of which may be depended upon, and which shows the ready access to the Colony by water communication, thus affording great facilities for the disposal and shipment of its surplus produce. The accompanying extracts from letters lately received from the first settlers, will more fully develop the excellency of the land, the abundance of fine pasturage, and the resources of the Colony.

Any questions will be duly answered, and further particulars most readily given on application, either personally or by Letter, (post paid,) to the Company's Officers, No. 10, Bishopsgate Street Within, London.

EDMUND J. WHEELER, MANAGER.

COL. LIGHT'S (the Surveyor General) Letter to the Colonization Commissioners:—

"Big Rapid, in Nepean Bay, Aug. 23, 1838.

"I have the pleasure to report the safe arrival of this vessel, after a passage of 104 days from the Lizard, to her anchoring, on the 18th inst., in the bay called Antichamber Bay, by Capt. Flinders. The next day we anchored at the south-east end of Nepean Bay; having had the wind from the north-west against us. We had to beat up, and passed along shore to the southward and eastward of Cape Jervis.

"I can hardly express the delight I felt at the beautiful appearance of the main land. With good glasses, at the distance we were off (about three miles,) it looked more like land already in possession of persons of property, than that left to the course of nature alone. At present, I can only state what first possesses the mind on the arrival in a country so little known. In this bay there is excellent anchorage in three, four, and five fathoms water, safe in every wind.

"In this place a good settlement may be formed, and this is one of the worst parts in the island. There are several English Sailors, who have run from ships, and settled in the island. Some of these worthies paid us a visit last night, and they say, at their dwellings they are never in want; they have plenty of corn, good gardens, water, and all they require in the wild life they have by choice embraced. If therefore, these men, without agricultural implements, and without the best knowledge of farming, can procure wheat, molass, cabbage, turnips, fine potatoes, rear pigs and poultry, what may not be done by an emigration of men professedly adapted? The whole face of the island appears, as far as we can see, to be covered thickly with gum trees and shrubs, and the soil I saw, was very moist, with trunks of trees in every direction; but nothing can be easier than clearing the whole surface; yet this is not (to appearance at least) to be compared to Cape Jervis; and the sealers told me the land on the main was very superior.

"August 24.—This morning the Lady Mary Pelham sailed. I, at first, thought of sending a letter by her, but hearing the John Pirie would sail shortly for Hobart-town, I shall wait her departure.

"Four, P.M.—I have been on shore, and walked from the little bay abreast of us, to the point fixed on by Mr. Stephens. Mr. Woodford, our surgeon, accompanied me, who knows more of land than I do; and he says, with very little labour, much may be made of it; and certainly the beautiful appearance of the wild shrubs promises most flatteringly; but, as I said before, this must be one of the worst spots on the island, as none of the sealers have settled here.

"On the 29th, I visited the northern side of the bay; I was delighted to find it exceed my expectation. Ships of considerable burden may anchor close to the Company's Point, in a very safe harbour, and barges could transport from them to the town; and when the whole bay is accurately surveyed, and well sounded, vessels of 200 tons may anchor very near this shore. In going over, I had at one time three feet water only at one place; but it was dead low water, spring tides, and very shortly after came into two fathoms. A passage could be easily cleared whenever a colony is established.

"August 30.—Mr. Field, and a small party, went this day to the river, and walked nearly five miles along its bank, while I was examining and observing the direction of the shoal: he reports well of the fresh water.

"31.—I started this morning to look at the river; the water was fresh near the sea, and the whole appearance of the flat ground around seems very promising. Ships of any size may anchor about a mile and a half from the mouth of the river, and ride safely in any wind.

"Sept. 1.—Went on shore, and walked to the river, and had a look at the plain, which appears to be at least forty miles in circumference, and not so thickly covered as the coast near us."

"South Australia, Rapid Bay, Cape Jervis, September 10, 1838.

"GENTLEMEN,—On the 7th instant, we weighed and stood over from Kangaroo Island for the main; but being becalmed soon after, we came to an anchor, and remained till next morning, when we again weighed with a very light breeze from the southward, and at 1 p.m. came to an anchor in the bay to the eastward of the point, called by Captain Flinders, R.N. High Bluff. I went on shore to look at the valley which from the ship had so pleasing an appearance. I was quite delighted to find it exceed all my anticipations; a further description of this valley will accompany the plan.

"All yesterday was employed in conveying necessary things on shore, as so much time is lost in going to and from the ship. I determined on pitching four tents here, and remain till I complete my examination of this place.

"September 12.—I am happy to report most highly of this beautiful place, which, for the present, I call Rapid Valley. There are three countrymen with me; one of them a gardener, and the other two also good judges of land, they have been digging up a good portion, and pronounce it most excellent soil. We have put in some seeds, that on our return we may form a better judgment of its quality. The water in the river is very good indeed, and I am told there is no want of it all the year round.

"I have engaged one of the sealers from Kangaroo Island, with his two native wives, and find them very useful: the women are the hunters, and we have already been by their exertions, with the tail and hind quarters of an enormous kangaroo, which is fine food; and to those who are fond of ox-tail soup, I should recommend a trip to South Australia to eat kangaroo tail soup, which, if made with all the skill that soups in England are, would as far surpass the ox as turtle does the French potage.

"Five, P.M.—It has been blowing and raining all day, and we could do nothing with the theodolites or sextants. Mr. Pullen and I therefore walked along the bank of the river, which, from the long grass and various impediments, I found rather fatiguing. The stream is small, clear, and good; some places quite shallow, others five or six feet deep, the breadth generally about fifteen feet. The greatest part is so covered with long rushes that the water is not to be seen, but these are easily cleared; and by damming up near the mouth, a most beautiful lake may be made, the ground by nature being already formed for it.

"Wednesday, Sept. 14.—Yesterday, Mr. Pullen and myself went on the hills to take some angles, after which we walked on in the direction of the head of the river. Looking up the Gulf, from the highest hills, we saw a most beautiful country, and, indeed, in every direction as far as we could see the ground appeared to be of the same description as that we stood on. The sides of some of the hills are much covered with loose stones, which are easily removed, and would be serviceable in building. The high winds, heavy rain, and the long grass, with the steepness of some of the hills, made our walk so fatiguing, that we could not reach the head of the river, although to appearance we were not above a mile from it, and we returned to our tents most completely knocked up. We passed a beautiful spring of water, and I have not the slightest doubt but that water may be had by digging in almost any of the valleys. There is a great quantity of moss on the hills; and in this vale, geraniums, wild parley, mallows, buttercups, daisies, cow-thistle, and innumerable other plants abound. The air here, at present, is generally cold. In fine weather, the thermometer in the tent at noon is up to 68, and once to 70; and at night down to 50, and once to 48. This is a great range, which would not be the case in any other habitation than a tent.

"I am fully persuaded that ships may lie here at least nine months in the year, and the other months in the Nepean Bay. At this time of the year, (and the sealers told me they consider September to be the most blowing month in the year,) we have not experienced any thing more than common gales, and they have been almost always from the S.W. Three days since it blew very hard from the eastward, but the brig rode it out in the bay in smooth water. She is anchored about two miles from the beach, in eight fathoms water; and although so far off, it quite locked in from the winds at S.W. by W., and within half a mile of the shore, there is a good bottom in four and five fathoms water.

"I have now done with my examinations and surveys here for the present, and shall proceed to the next bay, which appears to be much deeper and wider than this.

"Sept. 16.—I was preparing, by getting our tents, &c. from the shore, to start for the next bay, (which is not laid down in Flinders's chart,) when Captain Martin, of the John Pirie schooner, came, and I now hasten to conclude this report, as he is going direct to his vessel in Nepean Bay, from whence his sails in a day or two for Hobart Town, and I hope you will receive this through that channel. Captain Martin has been in a whole boat several miles up the gulf, and landed in several places. He says the whole shore is like this, composed of fine land; and he found no want of water but once, and then by digging about two feet they got abundance. I regret very much that want of time prevents my sending a plan of the bay and valley, but that you may form a better idea of the whole, I will send a hasty sketch of it.

"I remain, Gentlemen, your obedient faithful servant,
(Signed) "WILLIAM LIGHT."

"P. S. I am so much pleased with this place, that I have written to my agents to request them to purchase 500 acres for me." — W. L."

A Letter from one of the Managers of the Company, says:—
"I have requested Capt. Martin to give you an account of the main land, as I was unable to go over myself at that time, but I propose going in three or four days. I have no doubt whatever of our being able in a short time to succeed as well, fully as we ever expected.

"We have seen several black whales in Nepean Bay, but the ships could not take them; the season being nearly gone, and the vessels, from landing cargo, not being ready. If ships can be got out in time next year, no doubt they will do well."

"I have great pleasure in assuring you, that there is every prospect of my being soon able to commence extensive operations in various parts, with every prospect (under the Divine blessing) of ample success."

Extract from Capt. MARTIN'S Letter to the Company:—
Speaking of Nepean Bay, he says, "Where the Anchorage is, there is room for thousands of vessels to lay in perfect safety from all winds, and much safer than any part of the River Thames."

"The place where Mr. Stephens has pitched upon, commands a good harbour, and convenient for a fishing station; and well adapted for supplying whalers, storing their oil and stores, and a covengee. I hired a boat, (August, 1838,) named it with Anderson, (Kangaroo Island,) took two of the natives with me, and proceeded over to Cape Jervis, where Colonel Light soon joined me in the Rapid. I landed in a fine bay, round the Cape, about eight miles up St. Vincent's Gulf, in one of the best spots I ever beheld, with a fine stream of water running through the middle of a level plain. Colonel Light at once pronounced it to be one of the best situations possible for a town. This bay is well sheltered from all winds, except those from down the Gulf, and from the W. and N.W.; but it does not appear that the winds blow home; and from the appearance of the beach and the shore, I should say there is never any sea running. The anchorage is good holding-ground, and I should not hesitate to ride all the year round in from 10 to 8 fathoms water. Colonel Light pitched his tents on shore, made a garden, and put in his seeds and plants. He set to work surveying the bay. The country all about is delightful, and well watered. I proceeded up St. Vincent's Gulf, on the east side, about 75 or 80 miles, till I got into a river sufficient for the John Pirie to enter at high water, and, when in, there is plenty of water. I went about twelve miles up the river, it runs close up to Mount Lofy. The banks are low, composed of small stones, with low mangrove trees growing in the water; but a little way in land, we came to a beautiful open country, fine plains as far as the eye can reach very excellently watered, so are also the hills, all fine rich dark brown soil, with a pasture

clay of from two to four feet under it, runs of fine water in all directions. All from this part to the Cape is a continuation of fine land, plenty of grass for food for cattle and sheep: fine shaly hills moderately timbered. The principal wood is the oak and mimosa; the greatest difficulty I see is the want of large timber for sawing. I have not seen one stringy bark tree in all my journey. There are abundance of kangaroo and emus. There is one large plain of fine land between this river and the Cape, with three rivers running through. From this to the Lake Alexandrina is about twenty-two miles, across the finest country that eyes ever beheld.

Kangaroo Island, 14th Sept, 1836.

From Mr. MORPHEW'S Letter.
"I am sure you will be pleased to hear that we arrived here safely the day before yesterday, after a long, but calm and pleasant passage. We got off the western coast of Kangaroo Island, the beginning of last week, after a favourable run from Rio, but had calms and contrary winds until Sunday morning, at half-past seven o'clock, when we entered Nepean Bay.

"It appears to me that no country can present a safer or pleasanter entrance from the sea, than does that of my adoption, at least at that part of it which we have always considered the most valuable, viz. the two Gulfs, Spencer and St. Vincent, and Kangaroo Island. The Strait between the Island and the main land is well protected on all sides, and without a rock, shoal, or reef. This opinion is not mine only, but also that of a Captain in the Navy, the master of our vessel, and a great many old sailors. In fact most of them said they had not seen any thing like it before. I mention this because I deem it of great advantage to the interests of the Colony.

"I am obliged to write thus early after my arrival, on account of the expected departure of a vessel for Hobarton, Van Dieman's Land, tomorrow; I cannot, consequently, give any detailed information respecting the appearance of the country or the character of the soil.

"Three ships of the company were here six weeks before us, and the Manager has made a temporary settlement, on the south-western shore of Nepean Bay: I was with him yesterday, and had every reason to be satisfied with the aspect of the place. The soil upon the small hill, at the base of which the tents and huts are fixed, is a light black loam, of a rich and productive quality. The land might be cleared with very little difficulty, as the vegetation, although luxuriant, consists generally of flowering shrubs and plants. There are trees, but they are small, and principally of one species, which is called the Tea-tree, its leaves afford a refreshing and wholesome beverage, used by the men, who have been on the island for years, and by the company's officers and men since their arrival here.

"The Company's Manager has a small farming establishment to the southward and westward of his Store House, to which he has sent some valuable Merinos, brought from England, and some Leicesters. The temporary settlement we shall make, to land the stores, will be more to the eastward. Some men will be instantly employed there to turn up the ground, sow and plant, while the surveyors are going in different directions inland. I shall thus have the best opportunity of forming an idea that may be relied on with confidence of the capabilities of the island.

"The Surveyor General has gone up Gulf St. Vincent, and, when the deputy surveyor has completed his operations here, we shall proceed to Port Lincoln, at the southern extremity of the western shore of Spencer's Gulf.

"There are some acclens on the island, I believe in number six. One of them has been on the Island eighteen years, and another fifteen years, and the rest for shorter periods. Some of them have wives. I understand that they are all intelligent, quiet men, having spots of land under cultivation; growing a little wheat with potatoes, turnips, and other vegetables for their own consumption. Three or four of them are already employed by Col. Light, and the Colonial Manager, for the Company; and another is engaged by the deputy surveyor, who has charge of our expedition. The man last referred to speaks most favourably of the Main Land; giving it a decided preference to the island; in which statement I understand he is supported by all the rest.

"I have no doubt we shall find these men of great use, and they have all expressed pleasure at the opportunity of entering into the relations of civilized life. They characterize the natives, as being generally peaceable, and well inclined.

"The scenery about the bay, is fine. There is an immense expanse of water, surrounded by a diversified and hilly shore, with Cape Jarvis, the southern point of the eastern side of St. Vincent's Gulf, forming a fine break to the view across the strait.

"Col. Light brought the Rapid in, through Backstairs Passage, the eastern entrance to the strait, and pronounced it to be easy. We entered by the western opening.

"In the course of a fortnight, or three weeks, I expect to have the opportunity of writing to you again."

"American River," according to the Sealers.
"Pelican Lagoon," according to Flinders, 21st September, 1836.

"I should not have been so disrespectful as to address you on such scraps of paper as this letter will be composed of, if I were not placed in a situation where it is impossible to remedy the inconvenience.

"I started yesterday morning with Mr. Kingston, the deputy surveyor, in an open boat, to go over to the Main in search of Col. Light: but in consequence of the violence of the wind we were obliged to put in here last night, and are likely to be detained all day.

"I send this back to be ready for the John Pirie, in case she should sail before I return. The Duke of York, and the Lady Mary Pelham, started yesterday for Hobarton.

"In my letter by the former, I was only able to speak of the land on Kangaroo Island from report; since which time I have had an opportunity of seeing several parts of the country, round Nepean Bay, and a little inland. I went with Mr. Kingston, last week up the river, (on which we have formed a temporary settlement,) to a place occupied and cultivated by two of the sealers. The land we passed over was of very different characters, some of it being a rich light loam, and, in other places clay. The great want is irrigation during the summer months, from May to September or October, there is an abundance of rain, but during the intermediate time there is none.

"The spot I alluded to as being farmed by two sealers, is fine land, in a very pretty part of the country, with some splendid timber upon it.

"They have about five acres under cultivation, and grow potatoes, turnips, cabbages, water melons, onions, wheat and barley. The vegetables are all good.

"We purchased turnips from them at sixpence a dozen. Their wheat is excellent, altho' grown five successive years without changing the soil on the same land.

"I think they said it weighed sixty-four pounds to the bushel, and they got last year in quantity seventy bushels from about one and a half acres. Captain Martin, the Master of the John Pirie, returned to the island in his whale boat, two days ago, from the main land, and reports, that Colonel Light is about 30 miles up Gulf St. Vincent. The account that Capt. Martin gives of the main, is most gratifying; and, I think, may be depended on, as he is a native of Van Dieman's Land—has resided in New South Wales, and possesses grants of lands in both countries. I do not think it advisable to say more concerning it at present, as I shall so shortly be able to satisfy myself upon the point. But I am happy to have to state, that, according to Capt. Martin's account, Col. Light is highly pleased and satisfied. The spot to which Capt. Martin accompanied Col. Light, is that which, theoretically, was thought to be the best for the chief settlement of the Colony; and I shall be very glad if, practically, it be found to be so.

"If the Pirie be not sailed by this time I return, I shall write to you again. If she be, you must just tack on to your other news to my friends the information, that I was gone on the expedition, together with Capt. Martin's opinion, and the place from which I write. It would astonish some of you Londoners, as it did my companions, to see the way in which we roughed it last night. I am an old campaigner, and delight in this kind of life; but to parties who had always lived in civilized and large communities, it would be thought very hard work.

"We started at Nine o'clock A. M. and at noon were obliged to run the boat ashore and land, to refresh the men, in consequence of the roughness of the sea. At half-past one, we again started, and got here at half-past four; we were all of us wet through, from the seas which came over us about every minute; we soon had a roaring fire, made of trunks of trees, and had a good supper off pancakes, and cold boiled pork, after which we wrapped ourselves in our blankets and cloaks, and slept comfortably all night."

West of "Kangaroo Head," according to Flinders.
"Aux des Sources," according to the French navigators.
"Hog Bay," according to the Sealers, 22nd September, 1836.

"I broke off yesterday, in order to go up the American River, or Pelican Lagoon. It is a very pretty place, abounding in birds and oysters. I do not think the land very good, except in the neighbourhood of a salt lake, which is about half a mile from the head of the Lagoon, and there it is very rich and light. There was very good soil along the point at which we first stopped the day before yesterday. The land in the immediate vicinity of the place, where we are now bivouacking, is most excellent. The sealers whom we came to seek, to take us over to the main land, have a spot under cultivation, in which there is wheat growing, which looks in the most flourishing condition. There are also all kinds of vegetables.

"The men are not here now, and we are waiting in a very anxious state for their expected arrival, as our boat is almost too small to go across the channel. If they should not come to day, and we do not start, I shall examine the whole of the neighbourhood, and be able to give you an account of the general character of a large surface.

"Twelve o'clock.—The boat is now coming towards us, at two or three miles off, I must therefore be ready to close my letter.

"I have been for the last two hours, walking about the neighbourhood, and have found some very beautiful land, extending along the sea shore and back to the hills, distant about three quarters of a mile, or a mile. There is a natural grass upon it, which is very sweet, and would doubtless in its present natural state, feed cattle.

"If the Pirie sails before I return, I fear it may be some time before I shall be able to write to you again. Be it, however, long or short, you may proceed in all respects with confidence. From what I have seen of the soil on Kangaroo Island; and from the comparisons which the Sealers, and Capt. Martin, (who from his long residence in Australia is a competent judge) have been able to make, I feel thoroughly assured that we shall find our expectations in that respect fully realized.

"Backstairs Passage, Schooner, John Pirie, Wednesday, 26th Sept. 1836.

"I have only just returned from the main after a trip of eight days, and am lucky enough to catch the schooner going to Van Dieman's Land. I have not seen the Colonel but have been thirty miles up from Cape Jarvis, and am very much pleased with the land. It is as good as a man could wish and I think I may almost say so he could have. It is not much wooded, except in parts where the blue gum trees (a sign of good land) grow in great luxuriance. There are valleys stretching away for miles, and as far as land can make the colony prosper (that is to the extent I have seen) I have met now the slightest difficulty.

"I do not know where the chief town will be fixed, as Col. Light, is still higher up the Gulf. Nothing short of absolute necessity, (having expended the stores we took with us) made Kingston and me return as we did. I shall continue these expeditions, and fully expect to know every part of the Colony, by the time of the selection. "I cannot now stop to write more, as I am detaining the vessel."

From another Letter.

"Remember me most particularly to—who, being a botanist, would be delighted with this country; the specimens are numerous and beautiful. Tell this to Mr. Ramsay, with my kind remembrance; I shall write to him by the next opportunity.

"Tell—who may interest people at Birmingham, in the Colony, and influence consignments from them, without hesitation or fear, but not actually send any goods until I advise him of the site of the chief settlement. The same observation applies to any consignments you may be able to influence, in other quarters."

(The Hon. Printer, Stroudsburg, London.)

APPENDIX XIV.

ARTICLES OF AGREEMENT
for
THE LEASE OF A SIXTY-SEVEN ACRE FARM
from
THE SOUTH AUSTRALIAN COMPANY.

(By courtesy of the S.A. Archives)

South Australian Company.

Articles of Agreement made and entered into this 11th Day of March 1844, between GEORGE FIFE ANGAS, of Jeffrey's Square, St. Mary Axe, in the City of London, Esquire; HENRY KINGSCOTE, of Bank Buildings, in the said City of London, Esquire; and JAMES RUDDELL TODD, of Portland-place, in the County of Middlesex, Esquire, of the one part, and the South Australian Company of the County of Middlesex of the other part.

Whereas, a certain Company, called the South Australian Company, of which Company the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, are three of the Directors, are entitled to certain freehold lands and rights of exclusive pasturage in the British Colony of South Australia, and the said Company is desirous of taking a lease of a portion of the said lands and exclusive pasturage, with the option of purchasing the fee simple of the same from the said Company. And whereas the said Company has paid into the hands of the Directors of the said Company in London, the sum of One hundred and fifty pounds for investment in South Australia, as farming capital, to be expended solely in the erection of Farm Houses, Buildings, purchase of implements, stocking with Cattle and Sheep, payment of wages, and otherwise improving the Farm hereby agreed to be leased to him. And whereas Her Majesty's Colonization Commissioners for the said Province have agreed to provide such Labourers and their Wives, as the said Company may engage for the purpose of cultivating his said Farm, with a free passage to the said Colony, being not less than two, nor more than three Labourers, and they being between the ages of fifteen and thirty years. And also by virtue of certain arrangements made between the said Commissioners and the said Company, the said Company and his family are to receive a passage to the said Colony, ~~on payment of the sum of £~~ for each adult, and a proportionate sum for children.

Now these Presents witness, and the said George Fife Angas, Henry Kingscote, and James Ruddell Todd, do hereby for themselves, their Executors, and Administrators, agree with the said Company his Executors, and Administrators, in manner following, (that is to say,)

THAT the said Company, or their Manager, or other duly authorised Agent in South Australia, shall give to the said Company on his arrival in the said Colony, upon his application to their said Manager or Agent, a choice of freehold land for occupation, not less than three miles distant from such town or towns in the said Colony as are already located, nor less in quantity than Sixty acres acres of land for pasturage, and that the same land and pasturage, when chosen, shall be leased to the said Company his Executors and Administrators for Twenty-one years, to commence from the Quarter day subsequent to his being put in possession of the premises hereby agreed to be leased (except and always reserved unto the said Company, all Mines, Minerals, and Quarries, which may exist under the surface of all the said lands, which Mines, Minerals, and Quarries, shall be and remain the absolute property of the said Company, who, and every, or any person claiming under whom, shall always be entitled to a right of working and getting the same, and also a right of access and way to and from the said lands for that purpose.)

That the said Company shall repay to the said Company his Executors, or Administrators, on demand made by him or them in the said Colony, to the Manager or Agent of the Company there, the said sum of £150 hereinbefore mentioned, to have been paid into the hands of the said Company.

That the said Company shall advance to the said Company his Executors, or Administrators, as a capital to be employed only in the erection of Farm Houses, Buildings, purchase of implements, stocking with Cattle and Sheep, payment of wages, and otherwise improving the said farm, (but not to be used in any other manner whatsoever,) any sum not exceeding the sum of One hundred and fifty pounds such advance to be made by instalments of £50 each, but the first instalment of £50 is not to be drawn by or payable to the said Company

his Executors, or Administrators, until the production to the said Company's Manager or Agent of a Certificate from the proper Officer of the said Company, that the whole of the said sum of One hundred and fifty pounds deposited with the said Company, and repaid to the said Company

his Executors or Administrators, as aforesaid, has been expended in manner hereinbefore mentioned. And each successive instalment of £50 shall only be payable on production of a similar Certificate, as to the faithful and proper expenditure of the previous sum of £50 advanced by them, and all such advances to carry interest to the said Company, at the usual rate of interest in the said Colony.

That all the sums of money herein expressed or referred to, shall be understood to mean Sterling money of Great Britain.

That the said Company his Heirs, Executors, or Administrators shall be at liberty to redeem and pay off the sum or sums which may be advanced to him, his Executors, or Administrators, by the said Company as aforesaid, by instalments of £25 each. And that when the whole of such advance, with interest at the rate aforesaid has been repaid, every thing on the farm (except Buildings and Landlord's fixed improvements) shall become the absolute property of the said Company his Executors or Administrators.

That if at any time during the term of the said lease by these Presents agreed to be granted, the said 11/13 his Executors or Administrators shall be desirous of acquiring an absolute property in the said freehold lands and right of exclusive pasturage agreed to be leased, and the said buildings and fixed improvements thereon, he or they shall be at liberty, after repayment of all advances made by the said Company, with interest after the rate aforesaid, to purchase the same for the sum of £100 if within the first seven years } of the said term, £200 if within the second seven years } £300 if within the third seven years } to be paid in cash to the said Company's Manager or Agent, and on payment of the said purchase money the said Company, or their duly authorized Agent will, at the expense of the said 11/13

his Executors, or Administrators, according to the laws and regulations of the said Colony, cause the reversion in fee simple, of and in the said freehold lands and right of exclusive pasturage, hereby agreed to be leased, expectant on the determination of the said term, to be conveyed unto the said 11/13

his Executors, Administrators, or Assigns, or his, her, or their Heirs and Assigns, provided always that in such conveyance there shall be reserved unto the Grantor or Grantors, their, or his Heirs or Assigns, all the said Mines, Minerals, and Quarries, with full powers of working and getting the same.

And the said 11/13 in consideration of the Premises, doth hereby for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said George Fife Angus, Henry Kingscote, and James Ruddell Todd, their Executors and Administrators in manner following, (that is to say,) that he will proceed with his family, and with not less than two farming labourers, and the Wives and Families of those who are or shall be married, by the Ship Scythian now about to sail from Scythian

That he the said 11/13 his Executors or Administrators, will duly and faithfully lay out and employ the whole of the sum of £100 placed in the hands of the said Company, and to be repaid as aforesaid, and also all monies which shall be lent to him or them by the said Company, in fencing, erecting the needful buildings, paying Labourers' wages, and otherwise improving and stocking with Cattle and Sheep the Farm hereby agreed to be leased, and that he will afford the proper Officer of the said Company every requisite information and assistance, and also permit (if demanded) the inspection by him of his or their Books of account, and other vouchers and documents, for the purpose of enabling the said Officer to give the needful Certificates, for him or them to obtain the advances herein agreed to be made by the said Company.

That he the said 11/13 his Executors or Administrators will accept the said Lease, and will yearly, during the said term of twenty-one years, duly pay to the said George Fife Angus, Henry Kingscote, and James Ruddell Todd, their Executors or Administrators, or the persons or person by whom the said Lease shall be granted, their or his Heirs or Assigns such an annual rental as is hereinafter mentioned, that is to say, the annual rental of £100 pounds eight shillings, and — pence for every year of the first seven years of the said term, of £100 pounds — shillings, and — pence for every year of the second period of seven years of the said term, and of £100 pounds — shillings, and — pence for every year of the third period of seven years of the said term, the same rents respectively to be paid by half-yearly payments, clear of all rates, taxes, and deductions, all which are to be borne by the said 11/13 his Executors or Administrators.

That he the said 11/13 his Executors or Administrators will pay half-yearly to the said Manager, or Agent, the usual rate of interest in the said colony, on such sums of money as shall have been advanced to him or them by the said Company, and shall for the time being remain unpaid, and will, at the expiration of the term of twenty-one years from the date hereof, pay to the said Manager or Agent all such sums as shall have been advanced to him or them by the said Company and shall then remain unpaid.

That the lands hereby agreed to be leased for exclusive pasturage, shall be held by the said 11/13 his Executors, or Administrators, subject to the conditions (except as to rent) on which they are held by the said Company, of the Colonial Government, and especially subject to the sale and allotment of unsold portions, as required by the regulations of the Colonization Commissioners for South Australia, and also subject to any laws or regulations now, or hereafter to be made in reference thereto.

That the said George Fife Angus, Henry Kingscote, and James Ruddell Todd, or the survivors or survivor of them, or the Executors, or Administrators of such survivor, or the persons or person by whom the said Lease shall be granted, their, or his Heirs, or Assigns, may distrain for the said rent or interest, in case default shall be made in payment of the same or any part thereof respectively.

That the said Lease shall be liable to forfeiture on breach of any of the following conditions, namely,

If the rent, or interest, or any part thereof respectively, shall be in arrear more than twelve months.

If any part of the monies agreed to be advanced by the said Company be misapplied, or expended in any other way than herein stipulated.

If the said 11/13 his Executors or Administrators shall attempt in any way to raise money on, or mortgage the whole, or any part of the Buildings or Lands of the said premises, hereby agreed to be leased during the term of the said Lease.

If he or they shall break up and cultivate, or allow to be broken up or cultivated, any portion of the lands whereof the exclusive pasturage is hereby agreed to be leased, or fall or cut down any timber on the last mentioned lands, or suffer such to be done by others, or refuse or neglect to comply with the regulations of the Colonial Government, or Colonization Commissioners which now exist, or may be hereafter made in any manner pertaining to the last mentioned lands, or if he or they shall fall or cut down any timber now growing, or which may here-

after grow upon the lands hereby agreed to be leased, without the written permission of the said Company first obtained from their Manager in the said Colony, except for fencing and farming buildings.

That in the event of a forfeiture of the said Lease in any manner whatsoever, the whole of the said sum of One hundred and fifty pounds placed in the hands of the said Company as afore said, or so much thereof as shall not have been paid to the said AB

his Executors, or Administrators, shall be absolutely forfeited to the said Company, and the said lands and exclusive pasturage, buildings, and fixed improvements, may be taken possession of by the Manager, or other duly appointed Agent or Officer of the said Company, or by the persons or person by whom the said Lease shall have been granted, their, or his Heirs, or Assigns, and that without prejudice to any other right or remedy which the said Company, or any of the members thereof, may have for the recovery of any money, lent to the said AB his Executors or Administrators.

That the said AB his Executors or Administrators shall, at his or their own expence, erect, make, maintain, and keep in good and efficient repair, all needful fences, hedges, and embankments, and especially in every year during the said term enclose and properly fence, not less than ten acres of land, and also keep in repair all the farming buildings, and quietly surrender the said farm with the said buildings and fixed improvements, in good and sufficient repair at the expiration of the said term, and from time to time give up peaceable possession of the Lands occupied for pasturage, according to the conditions on which such Lands are held under the said Colonial Government.

That until the said Lease hereby agreed upon shall be granted, the said Lands and premises to be comprised therein, shall be held and occupied by the said AB his Executors or Administrators, subject to the terms and conditions of this Contract, and all the said remedies and powers shall and may be enjoyed, and exercised in such and the same manner as if the said lease had been granted.

That if any dispute should arise between the said AB his Heirs, Executors, or Administrators, and the said George Fife Angus, Henry Kingscote, James Ruddell Todd, or any of them, their, or any of their Heirs, Executors, or Administrators, or the said Company, their Directors, Managers, Agents, or other properly appointed Officers or representatives, touching any thing herein contained or referred to, it shall be submitted to the arbitration and final decision of two persons, one to be nominated by and on the part of the Tenant, and the other by and on the part of the said Company, their Directors, Managers, Officers, or representatives, which referees shall be and are hereby empowered to decide any matter in dispute, and if thought requisite to cancel the Lease hereby agreed to be granted; and should any disagreement ensue between the said Arbitrators, they are hereby authorized to appoint an umpire, who is hereby fully empowered to finally settle the matter in dispute.

And it is hereby, lastly agreed and declared, between the Parties hereto, that neither the said George Fife Angus, Henry Kingscote, and James Ruddell Todd, nor the Proprietors of the said Company, nor any of their Heirs, Executors, or Administrators, shall be liable for damages, in consequence of any breach of this Contract, beyond the amount of his or their share, or shares in the capital of the said Company, paid and advanced to the funds thereof.

In witness whereof, the said parties hereto have hereunto set their hands, the day and year first above written.

Witness to the signatures of
Signed: H. K. S. & J. R. T.
Signed: E. F. A.

Signed: G. F. A.
Signed: H. K.
Signed: J. R. T.

Witness to the signature of
Signed: H. K.

Signed: AB

Memorandum. That before the execution of the said Contract, it was further agreed, (for the purpose of defining the choice of Freehold Land to be given under the same.) That the said AB shall choose from Five Half acres or quantities of Half acres across each, to be selected by the said Company:—and if within ten days after the same shall have been pointed out, he the said AB shall notify in writing to the said Company's Manager, his wish to determine and make void the said Agreement, he may so determine the same, on paying the sum of Eight pounds; such sum to be deducted from the £ 150 deposited as Farming Capital, and the balance to be forthwith repaid to him, subject to any demand of Her Majesty's Colonization Commissioners, for the passage of himself and family to South Australia, if any such demand shall have been previously made; and if not, the said AB indemnifying the Company against any such liability.

London, 22nd March 1839
Witness to the signatures of
Signed: H. K. S. & J. R. T.
Signed: E. F. A.

Signed: G. F. A.
Signed: H. K.
Signed: J. R. T.
Signed: AB

Witness to the signature of
Signed: H. K.

APPENDIX XV.

PARTICULARS RELATING TO TENANTS OF THE S.A. COMPANY
RECRUITED IN ENGLAND.

(see attachment)

APPENDIX XVI

Statistical Survey Showing Annual Returns of
Land under Cultivation in South Australia;
Average Prices of Grain; and the Quantities
and Value of Copper and Lead Extracted
1840-1850

Year	Total Population	Wheat	Barley	Oats	Maize	Potatoes	Garden	Vines	Total No. of Acres in Crops	Wheat	Barley	Oats	Maize	Potatoes	COPPER nearest cwt.		LEAD nearest cwt.			
															Metal	Ore	Estimated Value	Metal	Ore	Estimated Value
1840	14630	1099	388½	424½	192	440	183½	-	2682½	-	-	-	-	-	-	-	-	-	-	-
1841	14884	4154	897	502	714	456	370	-	7792	7/6	-	-	-	-	-	-	-	-	-	-
1842	15738 & natural inc.	14000	2700	700	830	690	-	-	18940	7/-	-	-	-	-	-	-	-	-	-	-
1843	17196	23000	3300	790	290	470	840	-	28690	3/6	3/6	4/6	5/-	25	-	1-3	223	-	18-23	2104/20/-
1844	18999	19668½	4434	1205	241½	377½	762	-	26007½	3/-	3/-	3/4	3/6	25	-	276-3	24008/20/-	-	164-3	22427
1845	22460	19087	4398½	2556½	86½	479	632	-	26218½	3/-	3/-	3/4	2/6	25	-	982-16	217279	-	175-29	21839
1846	25893	28134½	3489½	1963½	106	990½	896½	112½	33202½	4/-0d.	3/-0d.	4/-	4/-	24	-	6462-14	2149794	-	147	21437
1847	31153	27920	5840	2946½	161½	381	993½	198	36440½	4/-	3/9	4/-	4/-	24/20/- to 22	-	9252-27	2172883	-	148-23	22234
1848	38666	29737	8479½	3977½	4602½	395½	1300½	219	48308½	4/6	4/6	4/-	3/-	23/20/- to 25	-	16323-22	2130172	-	682-3	210452
1849	52904	35283	5750	1470	6	872	1495	197	44073	3/7	3/-	3/-	-	27/20/-	2476	9900	2216829	79	258-20	-
1850	63700	41807½	4029½	2112	37½	178½	1372½	282½	64728½	3/- to 5/-	2/6 to 5/-	2/6 to 4/-	-	23 to 26	44954	878420	2353884	645	3378	23399

APPENDIX XVII

Table Showing the Annual Returns of Land under Cultivation by the Company's Tenants 1842-1851 * (acres)

Year	No. of Tenants	Wheat	Barley	Oats	Maize	Potatoes	Other Crops	Garden Ground	Hay	Fallow	Total No. of Acres Sown	Total No. of Acres Leased
1842	63	1602½	358	76½	80	60½	23	38½	-	-	2233	-
1843	88	2913	498½	80	65	25½	8½	62	-	-	3727	-
1844	93	2735½	905	152	98	19½	129	62½	-	-	4101	-
1845	100	2519	741	62½	58½	22½	669	71	-	-	4143½	13227
1846	124	2872½	554½	78	33½	41	-	64	1380	-	5023½	16203
1847	184	4282½	861½	199½	17½	97	-	124½	1368½	-	6912	21697
1848	213	4845	1344½	351½	41 ¹ / ₃	111½	-	95½	1894	739½	9423½	24981
1849	270	7544	1537	404	-	159	26	106	1935	2366	14077	32085
1850	346	10520	1158	610	-	393	34	122	2082	2189	17128	36186
1851	476	10828½	1252½	729½	-	367	81½	176½	2432½	1738	17598	40272

Annual Returns of Land under Cultivation by the Tenants of the S.A.Co. 1842-60 Unprocessed Papers of the S.A.Co. (S.A. Archives)

APPENDIX II

List of Servants Engaged by the South Australian
Company to Serve in the Colony between December,
1835 and

10.12.73

Commence- ment of engage- ments.	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks.
22/1/36	SAML. STEPHENS	£200 grant for outfit.	Colonial Manager	7 years.	£200 1st year £300 Succeeding years. Augmented annually by gratuities according to the rates of dividend.	Sailed per "Duke of York".
?	CORNELIUS BIRDSEYE	?	Overseer of flocks and herds.	3 years	£90 1st year £100 2nd year £110 3rd year	Discharged in the Colony for insubordin- -ation. Sailed per "Lady Mary Pelham"
27/7/36	THOS. BEARE	£50. 0. 0	Superintendent of building and labourers.	3 years.	£100 1st year £110 2nd year £120 3rd year Salary to begin on arrival in Colony.	Sailed per "Duke of York".
"	D.H. SCHREYVOGEL	£5. 0. 0.	Clerk	5 years	£30 1st year £40 2nd year £50 3rd year £70 4th year £100 5th year Salary to begin on arrival in Colony.	" " "
16/8/36	Thos. Tindal (Tindall Tyndal)	£3. 0. 0.	Smith	3 years	15/- per week	Sailed per "John Pirie"
"	Stephen Sessions	£4.19.6	Labourer	2 years	15/- per week	" " " "
"	Jos. Jones	£4.19.6	Labourer	2 years	15/- " "	" " " "
"	Chas. Powell	£4.19.6	Seedsman & Labourer	2 years	15/- " "	" " " "
"	Chas. Chandler	£4.19.6	Labourer & Ploughman	2 years	16/- " "	" " " "
"	Saml. Nevill	£4.19.6	Brickmaker	3 years	15/- " " 1st yr. 18/- " " 2nd yr. 21/- " " 3rd yr.	" " " "
"	Jas. Jones	£4.19.6	Labourer	2 years	15/- " "	" " " "
"	Henry Halford	£4.19.6	Labourer	2 years	15/- " "	" " " "
"	John Nash	£4.19.6	Carpenter	2 years	16/- " "	" " " "
"	John Brown		Farmers Labourer	1 year	18/- " "	" " " "
"	Thomas Waldron	£4.19.6	Labourer	2 years	16/- " "	" " " "
27/7/36	Chas. Powell	£4.19.6	Gardener	2 years	20/- " "	" " "Duke of York
"	Wm. West	£4.19.6	Gardener & Labourer	2 years	15/- " "	" " " "
"	Henry Mitchell	-	Butcher	2 years	16/- " "	" " " "
"	John Neal	£4.19.6	Asst. Carpenter & Labourer	2 years	18/-	" " " "
30/7/36	John Clark	-	Agricultural Labourer	2 years	18/- " "	" " "Lady Mary Pelham"
"	P. Keiffe	-	Labourer	2 years	16/- " "	" " " "

Commence- ment of engagement	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks.
30/7/36	Wm. Sml. Capper	£4.19.6.	Brickmaker & Agricultural Labourer	2 years	21/- per week	Sailed per "Lady Mary Pelham"
"	J. Williams	-	Block & Pumpmaker and Shipwright	2 years	26/- " "	" " "
"	Wm. Walker	£4.19.6.	Labourer	2 years	13/- " "	" " "
5/10/36	Wm. Flaxman	£20. 0. 0.	Storeman & Fishcurer	2 years	25/- " " 1st Yr. 30/- " " 2nd Yr.	" " "Emma"
"	John Cranfield	£4.19.6	Brickmaker & Labourer	2 years	15/- " " 1st yr. 18/- " " 2nd yr.	" " "
"	George Richards	£4.19.6	Carpenter & Joiner	2 years	20/- " "	" " "
"	Wm. Howlett(Howlet)	£4.19.6	Labourer	2 years	15/- " "	" " "
"	Jos. Thomson	£4.19.6	Labourer	2 years	15/- " "	" " "
"	Jos. Lyne	£5.19.6	Top Sawyer	2 years	24/- " "	" " "
"	Ed. Byfield	£4.19.6	Wheelwright	2 years	25/- " "	" " "
"	Jas. E. Palmer	£4.19.6	Labourer & Sawyer	2 years	15/- " "	" " "
"	Wm. Hutton	£4.19.6	Sawyer	2 years	22/- " "	" " "
"	J. Barnett(Barnet)	£4.19.6	Labourer	2 years	15/- " "	" " "
"	Geo. Allen	£10. 0. 0.	Boat Builder	2 years	40/- " "	" " "
"	Chas. Thos. Chittenden	£5. 0. 0	Boat Builder's Asst.	3 years	12/- " "	" " "
"	CHAS. S. HARE	£60. 0. 0.	Accountant. Bookkeeper etc.	3 years	£150 1st yr. £200 2nd year £250 3rd year Salary to begin on arrival in Colony	" " "
2/11/36	W.A. DEACON	£25. 0. 0.	Hotel Keeper, Builder & Storekeeper	2 years	£100 1st year £150 2nd year Salary to begin on arrival in Colony	" " "Africaine"
"	Henry Bushel (Bushell)	£20. 0. 0.	Boat Builder	2 years	38/- per week. 1st yr. 40/- " " 2nd yr.	" " "
"	J.E. Iggulden	£20. 0. 0.	?	?	?	" " "
"	J. Snoswell	£5. 0. 0.	Boat Builder's Asst.	2 years	14/- per week	" " "
"	Jos. Calnan	£40. 0. 0	Cooper	2 years	40/- " "	" " "
"	Saml. East Senr.	£5. 0. 0.	Smith & Wheelwright	1 year	26/- " "	" " "
"	Saml. East Jr.	£5. 0. 0.	Smith & Wheelwright Asst.	1 year	20/- " "	" " "

Commence- ment of Engagement	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks.
2/11/36	Jos. Lee	£4.19.6	Wheelwright & Carpenter's Asst.	2 years	18/- per week	Sailed per "Africaine"
"	Benj. Smith	£2. 0. 0.	Sawyer	2 years	21/- " "	" " "
"	Luke Broadbent	£28. 0. 0.	Labourer	3 years	15/- " " 1st yr. 16/- " " 2nd yr. 16/- " " 3rd yr.	" " "Buffalo"
"	Robert Walker	£35. 0. 0.	Smith & Engineer	7 years	30/- " " 1st yr. 35/- " " 2nd yr. 40/- " " 3rd yr. 40/- " " 4th yr. 40/- " " 5th yr. 40/- " " 6th yr. 40/- " " 7th yr.	" " "
16/7/36	EDWARD STEPHENS	£100. grant for outfit.	Cashier & Accountant	5 years	£150 1st yr. £210 2nd yr. £300 3rd yr. £350 4th yr. £400 5th yr. Salary to begin at commencement of engage- ment.	" " "Coromandel"
1/12/36	JOHANNES MENGE	£75. 0.0.	Geologist	1 year	£150 p.a. Salary to begin on arrival in Colony - Augmented by gratuit- ies in the event of mineral discoveries.	" " " Term of service subject to extension to 5 years.
"	Wm. Wren Ellis	£4. 0. 0.	Bricklayer & Plasterer	1 year	21/- per week	Sailed "Coromandel"
"	Thos. Wiggins	£7. 0. 0.	Sawyer, Carpenter & Wheelwright	1 year	24/- " "	" "
"	Wm. Goodall	£2. 0. 0.	Mason & Bricklayer	1 year	20/- per week	" "
"	Lewis Isaacs	£4/ 0. 0.	Bricklayer & Plasterer	1 year	21/- " "	" " Wages given as 25/- per wk. in one source.
"	Robt. Botting (Bothing Bolting)	£4. 0. 0.	Carpenter & Joiner	1 year	22/- " "	Sailed "Coromandel"
"	Wm. Wiseman	£3. 0. 0.	Labourer & Bricklayer	1 year	18/- " "	" "
"	Henrich Meyer	£20. 0. 0.	Labourer & Miner	3 years	20/- " "	" " German nationality.
"	Fredk. Staehelroth (Storchworth, Stackbrot)	£20. 0. 0.	Labourer & Miner	3 years	20/- " "	Sailed "Coromandel" German Nationality
"	Henrich Sekordik	£20. 0. 0.	Labourer & Miner	3 years	20/- " "	Sailed "Coromadel" German Nationality.
"	Henrich Sander	£20. 0. 0.	Labourer & Miner	3 years	20/- " "	Sailed "Coromandel" German Nationality.

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
5/2/37	Robt. Smith Breeze	£5. 0. 0.	Bricklayer & Plasterer	2 years	30/- per week	Sailed "John Renwick"
26/7/37	DAVID McLAREN	£200 grant for outfit	Commercial Manager	7 years	£600 p.a. £300 p.a. until arrival in Colony and full salary thereafter with leave to apply for a bonus at the end of every third year.	" " "South Austn" Term of service in Colony subject to extension.
22/4/37	DAVID McLAREN Jnr.	-	Engineer	3 years	£100 1st year £125 2nd year £150 3rd year Salary to begin on arrival in Colony.	Sailed "South Austn"
"	HENRY MILDRED	£100 grant for outfit	Supt. of Dockyard & Shipbuilding	7 years	£150 1st year £200 2nd year £200 3rd year £200 4th year £200 5th year £200 6th year £200 7th year Salary to begin on arrival in Colony	" " "
"	JULIUS DRESCHER	£50 grant for outfit.	Accountant and Supt. of Germans.	2 years	£150 p.a. Leave to apply for a bonus after the second year.	" " " German Nationality.
"	JOS. WRIGHT	£15. 0. 0.	Fisherman	3 years	£110 p.a. Salary to begin on arrival in Colony	Sailed "South Austn"
"	JOHN GERMAIN	£28. 0. 0.	Supt. of Trawl-fisheries	3 years	£80 p.a. Salary to begin on arrival in Colony.	" " "
"	Saml. Germain	£5. 0. 0.	Fisherman	3 years	£50 p.a.	" " "
"	Benj. Germain	£3.10. 0	Fisherman	3 years	£20 1st year £20 2nd year £30 3rd year	" " "
"	Wm. Prout	-	Fisherman	3 years	£60 p.a.	" " "
"	G. Cummings(Cummins)	£5. 0. 0.	Shipwright	3 years	40/- per week	" " "
"	Robt. Hayman(Heyman)	£8. 0. 0.	Shipwright	2 years	40/- " "	" " "
"	Geo. Courtoy	£10. 0. 0.	Shipwright	2 years	40/- " "	" " "
"	Martin Pahlow	£4. 0. 0.	Dock Labourer	2 years	18/- " "	" " "
"	J. Watkins(Walker)	£6. 0. 0.	Butcher & Curer	3 years	20/- " "	" " "
"	Wm. Doddridge	£10. 0. 0.	Blacksmith & Farrier	3 years	23/- " 1st yr. 24/- " 2nd yr. 25/- " 3rd. yr.	" " "

Commencement of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks.
22/4/37	J.B.Rowe	£6. 0. 0.	Labourer & Cooper	3 years	14/- per wk. 1st yr. 15/- " " 2nd yr. 16/- " " 3rd yr	Sailed "South Austn"
"	Wm. Gregory	£5. 0. 0.	Labourer & Cooper	3 years	14/- " " 1st yr. 15/- " " 2nd yr. 16/- " " 3rd yr.	" " "
"	Engelhart Stein	£32. 0. 0.	Vine Dresser	3 years	14/- " " 1st yr 15/- " " 2nd yr 16/- " " 3rd yr.	" " " German Nationality.
"	Johann Scholtz	£44. 0. 0.	Vine Dresser	3 years	14/- " " 1st year 15/- " " 2nd yr. 16/- " " 3rd yr.	Sailed "South Austn" German Nationality
"	H.J. Hoffman	£20 0. 0	Labourer	3 years	13/- " " 1st yr 14/- " " 2nd yr 15/- " " 3rd yr	Sailed "South Austn" German Nationality
"	J.W. Kleinschmidt	£20. 0. 0.	Agric. Labourer	3 years	13/- " " 1st yr 14/- " " 2nd yr 15/- " " 3rd yr	Sailed "South Austn" German Nationality
"	Johann Rehn (Rehme)	£34. 0. 0.	Flaxgrower	3 years	14/- " " 1st yr 15/- " " 2nd yr 16/- " " 3rd yr	Sailed "South Austn" German Nationality
34/6/37 [sic]	Wm GILES	-	Supt. of Agriculture & Flocks & Cashier of K.I. Bank	4 years	£300 p.a.	Sailed per "Hartley"
"	Wm. GILES Jnr.	-	Clerk ?	4 years	£100 1st year £125 2nd yr. £150 3rd yr. £150 4th yr.	" " "
16/10/37	F.C.HOPKINS	-	Clerk	4 years	£70 1st yr £90 2nd yr £100 3rd yr £110 4th yr.	" " "
"	Henry Robinson	£18. 0. 0.	Carpenter	3 years	24/- per wk. 1st yr. 25/- " " 2nd yr 26/- " " 3rd yr	" " "
"	Nat Wheaton	-	Miller & Agr. Labourer	3 years	18/- " " 1st yr 20/- " " 2nd yr 21/- " " 3rd yr.	" " "
24/6/37	Wm BEAVIS RANDALL	£86. 0. 0.	Manager of Corn & Saw -mills	4 years	£200 p.a.	" " "Navarino"
16/10/37	Leonhart Drese	£23. 0. 0.	Labourer	3 years	13/- per wk. 1st yr. 14/- " " 2nd yr 15/- " " 3rd yr.	" " "Solway" German Nationality
"	I.C.P. Debus	Passage money: £52. Cash £8	Carpenter	3 years	20/- " " 1st yr. 21/- " " 2nd yr 22/- " " 3rd yr.	Sailed per "Solway" German Nationality
"	H.C. Sturm	Passage money: £18. Cash £5.	Labourer	3 years	13/- " " 1st yr 14/- " " 2nd yr 15/- " " 3rd yr	Sailed per "Solway" German Nationality
"	W. Milde	Passage Money: £18 Cash: £8	Baker	3 years	20/- " " 1st yr. 21/- " " 2nd yr 22/- " " 3rd yr.	Sailed per "Solway" German Nationality

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
16/10/37	H. Lage (Laage)	Passage Mon- ey: £18. Cash: £5.	Baker	3 years	20/- per wk. 21/- " " 22/- " "	1st yr. 2nd yr 3rd. yr Sailed per "Solway" German Nationality
"	A.L. Thielmann	Passage Mon- ey: £18. Cash £5.	Smith	3 years	20/- " " 21/- " " 22/- " "	1st yr. 2nd yr. 3rd yr. Sailed per "Solway" German nationality
"	L. Bremer	Passage Mon- ey: £18/ Cash. £5	Baker	3 years	20/- " " 21/- " " 22/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	W.G. Neander	Passage Mon- ey: £41 Cash: £2	Carpenter	3 years	20/- " " 21/- " " 22/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	Carl Bauer	Passage mon- ey: £18 Cash: £4	Baker	3 years	20/- " " 21/- " " 22/- " "	1st yr 2nd yr 3rd yr. Sailed per "Solway" German nationality
"	George Flein (Fleim)	Passage mon- ey: £18 Cash. £5	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	G.G. Pfeuffer	Passage mon- ey: £18 Cash £8.	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German Nationality
"	W. Prophet	Passage mon- ey: £18 Cash £3	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	C. Zihn (Lihn)	Passage mon- ey: £18	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	A. Zihn (Lihn)	Passage mon- ey: £18	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	S. Schmidt (Schmitt)	Passage mon- ey: £18 Cash: £3	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr. 2nd yr 3rd yr. Sailed per "Solway" German nationality
"	J.N. Oppel	Passage mon- ey: £18 Cash £5	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	H. (F.) Oelrich	Passage mon- ey: £18 Cash : £5	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "solway" German nationality
"	Johann F. Wallschlager (Wallschager)	Total advance: £71	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	F. Klemann (Klemain)	Total Ad- vance: £59.	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" Geman nationality
"	J. Gramp (Gramp. Grampn)	Passage mon- ey: £18 Cash £5	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr 2nd yr 3rd yr Sailed per "Solway" German nationality
"	W.J. Hausser (Hanser)	Passage mon- ey: £18 Cash: £5	Labourer	3 years	13/- " " 14/- " " 15/- " "	1st yr. 2nd yr 3rd yr sailed per "Solway" German nationality

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
16/10/37	A. Draebing(Dribing)	Passage mon- ey:£18 Cash £5	Labourer	3 years	13/- per wk. 1st yr. 14/- " " 2nd yr. 15/- " " 3rd yr.	Sailed per "Solway" German nationality
"	J.G. Byerkoehler (Beyerkoeler)	?	Labourer	3 years	13/- " " 1st yr. 14/- " " 2nd yr. 15/- " " 3rd yr	Sailed per "Solway" German nationality
"	K. Fortsch	Total ad- vance : £44	Labourer	3 years	13/- " " 1st yr 14/- " " 2nd yr 15/- " " 3rd yr	Sailed per "Solway" German nationality
"	D. Pipkorn	Total ad- vance:£36	Labourer	3 years	13/- " " 1st yr 14/- " " 2nd yr 15/- " " 3rd yr	Sailed per "Solway" German nationality
"	Wm. LILLECRAPP	-	Supt. of shepherds	7 years	£100 1st year £110 2nd year £120 3rd year £130 4th year £140 5th year £150 6th year £160 7th year	Sailed "Katherine Stewart Forbes"
"	Robt. Bailey	-	Shepherd	3 years	12/- per wk. 1st yr 13/- " " 2nd yr 14/- " " 3rd yr	" "
"	Sml. Day	-	Shepherd	3 years	12/- " " 1st yr 13/- " " 2nd yr 14/- " " 3rd yr	" "
"	Chas. Newman	-	Shepherd	3 years	12/- " " 1st yr 13/- " " 2nd yr 14/- " " 3rd yr	" "
"	Moses Ryall	-	Shepherd	3 years	20/- " " 1st yr 21/- " " 2nd yr 22/- " " 3rd yr	" "
"	John Syms	-	Shepherd	3 years	20/- " " 1st yr 21/- " " 2nd yr 22/- " " 3rd yr	" "
"	Wm. Luffman	-	Shepherd	3 years	20/- " " 1st yr 21/- " " 2nd yr 22/- " " 3rd yr	" "
"	Ed. Rogers	£5. 0. 0.	Shipwright Apprentice	5 years	11/- " " 1st yr 12/- " " 2nd yr 13/- " " 3rd yr 14/- " " 4th yr 16/- " " 5th yr	" "
"	G.H. Evans	-	Shipwright Apprentice	7 years	9/- " " 1st yr 10/- " " 2nd yr 11/- " " 3rd yr 12/- " " 4th yr 13/- " " 5th yr 14/- " " 6th yr 15/- " " 7th yr	" "
"	John Pelham	£20. 0. 0.	Shipwright	3 years	40/- per week.	" "
"	Geo. Robt. Thompson	£5. 0. 0.	Gardener & Saltscaper	3 years	27/- " " 1st yr 30/- " " 2nd yr 33/- " " 3rd yr	" "

Commence- ment of Engagement	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
4/12/37	Isaac French	£15. 0. 0.	Shepherd	3 years	20/- per wk. 1st yr 21/- " " 2nd yr 22/- " " 3rd yr	Sailed "Lady Emma"
6/12/37	Henry Woolman	£8. 0. 0.	Sailmaker	3 years	28/- " " 1st yr 29/- " " 2nd yr 30/- " " 3rd yr	" "Navarino(?)
"	J. Beer	-	Blacksmith & Founder	3 years	26/- " " 1st yr 27/- " " 2nd yr 30/- " " 3rd yr	" "Royal Admiral"
"	Ed. Strike	£8.0. 0.	Fisnerman, Rough- carpenter & labourer	3 years	21/- per week.	" "Canton"
"	J.G.F. Bluher (Bluer)	Passage mon- ey: £10 Cash : £4	Labourer	3 years	13/- " " 1st yr. 14/- " " 2nd yr 15/- " " 3rd yr	" "Goshawk"
"	P.A. Hickish	Passage mon- ey :£10 Cash £4	Joiner (Carpenter)	3 years	20/- " " 1st yr 21/- " " 2nd yr 22/- " " 3rd yr	" "
"	J. Niblett(Niblet)	-	Labourer	3 years	16/- " " 1st yr 17/- " " 2nd yr 18/- " " 3rd yr	" "Eden"
"	Thos. Burford	-	Labourer	3 years	16/- " " 1st year 17/- " " 2nd yr 18/- " " 3rd yr	" "
"	Jas. Turner	-	Labourer	3 years	16/- " " 1st yr 17/- " " 2nd yr 18/- " " 3rd yr	" "
"	Dan Abbott	-	Labourer	3 years	16/- " " 1st yr 17/- " " 2nd yr 18/- " " 3rd yr	" "
"	Alfred Jasper	-	Labourer	3 years	16/- " " 1st yr 17/- " " 2nd yr 18/- " " 3rd yr	" "
"	Chas. Tilling (Telling)	£8. 0. 0.	Cooper	3 years	40/- per week	" "Pestonjee Bomanjee"
"	Fred. Tilling(Telling)	£8. 0. 0.	Cooper	3 years	40/- per week.	" "

APPENDIX

LISTS OF OFFICERS AND SEAMEN ENGAGED FOR THE "DUKE OF YORK"

Commence- ment of engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
	Capt. Robt. C. MORGAN	£75. 0. 0.	Captain			The names of Morgan's officers are not known. Total amount of advances to Morgan, officers and crew: £155, vide A.P. (S.A.Co) p. 388
circa. 6/5/36	James Riley	-	-	3 years	Usual lay engagements	Age 29
"	Wm. Williams	-	-	3 years	"	" 26
"	John Jones	-	-	3 years	"	" 25
"	Henry Butler	-	-	3 years	"	" 20
"	Geo. Glansford	-	-	3 years	"	" 20
"	Wm Wells	-	-	3 years	"	" 23
"	Octavius Glorius	-	-	3 years	"	" 28
"	Julian Corey	-	-	3 years	"	" 21
"	Geo. Branan	-	-	3 years	"	" 49
"	Henry Green	-	-	3 years	"	" 18
"	Andrew Porteus	-	-	3 years	"	" 30
"	Thos. Marshall	-	-	3 years	"	" 20
"	Israel Mazey	-	-	3 years	"	" 20
"	Robt. Russell	-	-	3 years	"	" 29
"	Thos. Liddiard	-	-	3 years	"	" 35
"	Geo. Cartwright	-	-	3 years	"	" 35
"	Wm. Richards	-	-	3 years	"	" 26
"	Thos. Batchelor	-	-	3 years	"	" 25
"	Fredk. Pritchard	-	-	3 years	"	" 36
"	Wm. Edward Clavell	-	-	3 years	"	" 21
"	John Claiden	-	-	3 years	"	" 30
"	Jos. Jameson	-	-	3 years	"	" 23
"	W.R. Spratley	-	-	3 years	"	" 24
"	Chas. Thompson	-	-	3 years	"	" 41
"	Geo. Dorrington	-	-	3 years	"	" 14
"	Chas. P. Forbes	-	-	3 years	"	" 15

LISTS OF OFFICERS AND SEAMEN ENGAGED FOR THE "LADY MARY PELHAM"

Commence- ment of Engagements.	NAME	Advances	function	Period of Engagement.	Remuneration	remarks
6/12/37	Robt. ROSS	-	Captain	3 years	1/12 lay	
"	J.D. THOMPSON	Total ad- vance to Capt. & Off- icers: £340.	Chief Mate	3 years	-	Died on passage out.
4/3/36	Alex. DANSEY		Second Mate	3 years	1/45 lay	Replaced Thompson as Chief Mate. Age 24.
"	Walter S. EDMUNDS. (Edmonds)		Third Mate	3 years	1/85 "	Age 25
1/2/36	John ROBINSON		Apprentice	4 years	£7 1st yr. £8 2nd yr £8 3rd yr £9 4th yr	Age 16
9/3/36	John THOMAS		Apprentice	5 years	£6 1st yr £6 2nd yr £7 3rd yr £8 4th yr £9 5th yr	" 16
4/2/36	Christopher Burn	Total ad- vance to members of the crew: £80.	Boat Steerer	3 years	1/110 lay	" 27
"	John Slattery (Stallery)		Seaman	3 years	1/125 "	" 20
"	Thos. Kelly		Seaman	3 years	1/125 "	" 21
"	Wm. Drewery (Drewrey)		Seaman	3 years	1/125 "	" 21
"	Henry Mason		Seaman	3 years	1/125 "	" 34
"	Ralph Anderson		Seaman	3 years	1/125 "	" 21
"	Jas. (Jos.) Smith		Seaman	3 years	1/125 "	" 20
"	Richard Kelly		Seaman	3 years	1/125 "	" 22
"	Robt. Williams		Seaman	3 years	1/125 "	" 22
"	Elias Williams		Seaman	3 years	1/180 "	" 19
"	Ed. Britt.		Seaman	3 years	1/180 "	2 21
"	John Owens (Owen)		Seaman	3 years	1/180 "	" 20
"	Wm. Chadwick		Seaman	3 years	1/180 "	" 29
"	Robt. Davies (Davis)		Seaman	3 years	1/180 "	" 23
"	Richard Wilde		Carpenter	3 years	1/185 "	" 26
"	Andrew Anderson		Cooper	3 years	1/185 "	" 32
"	Thos. Amey		Cook	3 years	1/125 "	" 24
"	Geo. Swyney		Steward	3 years	1/125 "	" 31

LIST OF OFFICERS AND SEAMEN ENGAGED FOR THE "SARAH AND ELIZABETH".

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
July 1836	JAMES WAKELING		Captain		1/12 lay	
26/9/36	JOHN SIMPSON		Chief Mate	3 years	1/28 "	Age 29
"	E. MATTISON		Second Mate	3 years	1/48 "	Age 23
"	Wm. CARROWAY		Third Mate	3 years	1/85 "	Age 24
"	JOHN DOUGLAS		Fourth Mate	3 years	1/95 "	Age 28
19/7/36	ORLANDO M. DUVAL		Apprentice	5 years	£5 1st yr. £6 2nd yr. £7 3rd yr. £8 4th yr. £9 5th yr.	
3/9/36	ED. BINYON		Apprentice	4 years	£5 1st yr. £6 2nd yr. £7 3rd yr. £9 4th yr.	
13/7/36	ED. SHREWBURY		Apprentice	5 years	£5 1st yr. £5 2nd yr. £6 3rd yr. £7 4th yr. £8 5th yr.	
"	Wm. LANGLEY		Apprentice	4 years	£5 1st yr. £6 2nd yr. £7 3rd yr. £8 4th yr.	
	Geo. PRINCE		Apprentice	5 years	£4 1st yr. £5 2nd yr. £6 3rd yr. £8 4th yr. £9 5th yr.	
26/9/36	Geo. ETON STANGER		Surgeon	3 years	1/95 lay	
"	Geo. Paterson (Peterson)		Carpenter	3 years	1/85 "	" 36
"	John Weilsen		Boat Steerer	3 years	1/110 "	" 28
20/10/36	John Murphy		Seaman	3 years	1/85 "	" 25
"	W. Taylor		Seaman	3 years	1/125 "	" 23
"	Peter Baytup		Seaman	3 years	1/125 "	" 20
"	Chas. Rhodes		Seaman	3 years	1/125 "	" 25
"	Jose Antono (Antonio)		Seaman	3 years	1/125 "	" 30
"	Geo. Waters		Seaman	3 years	1/125 "	" 27
26/9/36	Fred. Thompson		Seaman	3 years	1/125 "	" 24
"	John Robertson		Seaman	3 years	1/125 "	" 22
"	Thos. Brown		Seaman	3 years	1/125 "	" 31
"	Chas. Smith		Seaman	3 years	1/125 "	" 20

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagements	Remuneration	Remarks
26/9/36	Hewi Witsen (Witzen)		Seaman	3 years	1/180 lay	Age 19
"	Chas. Basstoe (Basset)		Seaman	3 years	1/180 "	" 19
20/10/36	John Barnes		Seaman	3 years	1/180 "	" 23
"	John Southgate		Seaman	3 years	1/180 "	" 19
"	Robt. Clark (Clarke)		Seaman	3 years	1/180 "	" 33
"	Jas A. Larkins		Seaman	3 years	1/180 "	" 19
"	Wm. West		Seaman	3 years	1/190 "	" 28
26/9/36	John Hutton		Seaman	3 years	1/190 "	" 19
20/10/36	Thos. Brewer		Seaman	3 years	1/220 "	" 23
"	G. Brewer		Seaman			" 21
26/9/36	Jos. Hudson		Seaman	3 years	1/220 "	" 19
"	Wm. Nelson		Cooper's Mate	3 years	1/105 "	" 22
"	Robt. Rising		Cook	3 years		Absconded.
"	Jos. Brooks		Seaman	3 years		"
"	Chas. J. Preece		Seaman	3 years		"

LIST OF OFFICERS AND SEAMEN FOR THE "GUIANA"

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
31/7/37	G.W.DOLLING		Captain	3 years	1/12 lay	
"	J. SUMMERFIELD		Chief Mate	3 years	1/25 "	
"	J.BAGGOTT		Second Mate	3 years	1/48 "	
"	GEO. WHITFIELD		Third Mate	3 years	1/80 "	
"	ALEX. HILL		Fourth Mate	3 years	1/90 "	
"	G.B.Watson		Apprentice	5 years	£5 1st yr. £6 2nd yr. £7 3rd yr. £8 4th yr. £9 5th yr.	
"	DANCIL ALLEN		Apprentice	4 years	£6 1st yr. £7 2nd yr. £8 3rd yr. £9 4th yr.	
"	J.C. TITMUS		Apprentice	6 years	£5 1st yr. £5 2nd yr. £6 3rd yr. £7 4th yr. £8 5th yr. £9 6th yr.	
"	JAS. AUSTIN		Apprentice	5 years	£5 1st yr. £6 2nd yr. £7 3rd yr. £8 4th yr. £9 5th yr.	
"	R. EDWARDS		Apprentice	4 years	£6 1st yr. £7 2nd yr. £8 3rd yr. £9 4th yr.	
"	JOS. DOWE		Surgeon	3 years	1/95 lay	
"	R. Wheatley		Carpenter	3 years	1/85 "	
"	Thos. Pinnell		Cooper	3 years	1/85 "	
"	Felix McCarthy		Cooper's Mate	3 years	1/105 "	
"	Chas. Marsh		Boat Steerer	3 years	1/110 "	
"	J. Barber		Boat Steerer	3 years	1/110 "	
"	Jas. Turner		Boat Steerer	3 years	1/110 "	
"	Saml. Wright		Boat Steerer	3 years	1/110 "	
"	Wm. White		Boat Steerer	3 years	1/110 "	
"	Ed. Anderson		Cook	3 years	1/125 "	
"	Wm. Canty		Abel Seaman & Steward	3 years	1/125 "	
"	Wm. Garnett		Abel Seaman	3 years	1/125 "	
"	A. Warner		Abel Seaman	3 years	1/125 "	
"	Chas. Maris		Abel Seaman	3 years	1/125 "	

LIST OF OFFICERS AND SEAMEN ENGAGED FOR THE "JOHN PIRIE"

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
19/2/36	GEO. MARTIN	see remarks	Captain	3 years	£14 per month	Amt. of advance given as £42 in S.A.Co.M(1061) 1835/9 p.36, but as £54 in S.A.Co.M 1088) 1835/6 P.P. 103/4
17/2/36	THOS. DAVIS		Chief Mate	3 years	£5 " "	Age 36
"	HENRY SIMPSON		Second Mate	3 years	£2.10.0 " "	" 21
"	R.J.MARTIN		Apprentice	7 years	£4 1st yr. £5 2nd yr £6 3rd yr £6 4th yr £7 5th yr £8 6th yr £9 7th yr	" 13
"	G.B. Clark (Clarke)	Total ad- vance to crew of "John Pirie" £46.10.0 This amount probably ex- clusive of any sums which may have been advanced to the officers.	Carpenter	3 years	£5 per month	" 38
"	John Gransmond (Gransmore)		Cook	3 years	£2.10.0 per month	" 32
"	Wm. Sinkson		Seaman	3 years	£2.5.0 " "	" 40
"	Jas. Cantillion		Seaman	3 years	£2.5.0 " "	" 25
"	Wm. Wood		Seaman	3 years	£2.5.0 " "	" 25
"	Fredk. Thompson		Seaman	3 years	£1.10.0 " "	" 20

LIST OF OFFICERS AND SEAMEN ENGAGED FOR THE "SOUTH AUSTRALIAN"

Commence- ment of Engagements	NAME	Advances	Function	Period of Engagement	Remuneration	Remarks
1/11/36	ALEX. ALLEN	£10. 0. 0	Captain	3 years	£10.10.0 per month when not whaling 1/14 lay when whaling.	
22/11/36	JOHN ANTHONY		Chief mate	3 years	£5.10.0. per month when not whaling 1/28 lay when whaling	
"	DAVID FINDLAY (FINLAY)		Second Mate	3 years	£3.15.0. per month when not whaling 1/48 lay when whaling	
"	JOHN ALLEN		Third Mate	3 years	£2.15.0. per month when not whaling 1/85 lay when whaling	
7/11/36	JAS. H. ANTHONY		Apprentice	3 years	£10.0.0. per annum	
21/12/36	H. BAYLY		Apprentice	3 years	£6 1st yr. £7. 2nd yr £8 3rd yr	
18/11/36	J.P. Wyatt		Apprentice	5 years	£5 1st yr £6 2nd yr £7 3rd yr £8 4th yr £9 5th yr	
22/11/36	W.H. LEIGH		Surgeon			Author of "travel and Ad-ventures in the New Colonies of South Australia etc."
"	John Cann		Seaman [Carpenter]	3 years	£5.5.0 per month when not whaling 1/85 lay when whaling	
"	Wm. Widger [Wadger]		Seaman [Cook]	3 years	£2.10.0 per month when not whaling 1/125 lay when whaling	
"	John Johnston		Seaman [Harpooner]	3 years	£2.5.0 per month when not whaling 1/100 lay when whaling	
"	Alex. Clark [Clack]		Seaman [Harpooner]	3 years	£2.5.0 per month when not whaling 1/100 lay when whaling	
"	Gilbert Hutchinson		Seaman [Harpooner]	3 years	£2.5.0 per month when not whaling 1/100 lay when whaling.	

Words in square brackets written in pencil on original

Commence- ment of Engagements.	NAME	Advances	Function	Period of Enggement	Remuneration	Remarks
22/11/36	Maxwell Inston		Seaman [Boatsteerer]	3 years	£2.5 0. per month when not whaling 1/110 when whaling	
"	Wm. Buchan		Seaman [Boat Steerer]	3 years	£2. . . per month when not whaling 1/110 when whaling	
"	Jas. Huggins (Higgins)		Seaman [Ord.Seaman]	3 years	£1.5 0. per month when not whaling 1/140 when whaling	

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APPENDIX XV

Information relating to the tenants of the Co. sent from England between
May, 1837 & August, 1839 *

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Lease No.	Approx. Date of Agreement	Name	Size of Farming (acres)	Amount of Farming Capital	Scale of Rental & Redemption	Vessel	Section No.	District	Remarks
1	May 1837	John Wilson	67	£100		"Hartley"	296	A	Lease cancelled July, 1838
2	" "	Thos. Wilson	67	£50		"	296	A	Son of the above. Sold out to Messrs. Gleeson Nov., 1838.
3	June "	John Hillier	67	£100					Lease Cancelled before land allotted.
4	Sept. "	Stephen Sleep	134	£300			247	B	Lease cancelled at end of 1842, and resumed by Thos. Sleep.
5	Dec. "	R. H. Robson	67	£150	Rental:-	"Canton"	509	A	Lease cancelled before 1842.
6	" "	J. Bradford & J. W. Henry	67	£200	1/6, 2/6, 3/6, p. acre p. annum	"	110	B	Bradford still in occupation in Dec., 1847
7	" "	F. W. Sergeant	67	£150	Redemption:-	"	110	B	Still in occupation in Dec., 1847
8	" "	E. Gillman	67	£150	£1/9/- p. acre				Lease Cancelled before land allotted
9	June, 1838	F. Biddulph	67	£150			350	B	Lease cancelled before 1842
10	" "	T. Taylor	67	£150	Rental:-		79	B	Still in occupation in Dec., 1847.
11		H. Dean	67	£150	2/-, 3/-, 4/- p. acre p. annum	"Surrey"	319	B	Lease cancelled at end of 1845 season.
12		J. Edmunds	67	£150	Redemption:-	"	319	B	Lease cancelled at end of 1845 season.
13		E. Colman	67	£150	£2, £3, £4 p. acre		349	B	Lease cancelled at end of 1842 season.
14		H. Silke	67	£150			349	B	Took over Colman's half-section at end of 1842. Purchased half section 349 for £268 in 1857
15		E. Spicer	67	£150			509	B	Lease cancelled at end of 1844 season.

12		J. Edmunds	67	£150	Redemption:-	"	319	B	Lease cancelled at end of 1845 season.
13		E. Colman	67	£150	£2, £3, £4 p.acre		349	B	Lease cancelled at end of 1842 season.
14		H. Silke	67	£150			349	B	Took over Colman's half-section at end of 1842. Purchased half section 349 for £268 in 1857
15		E. Spicer	67	£150			509	B	Lease cancelled at end of 1844 season.
16		J. Hunt	67	£150			299	B	Still in occupation in Dec., 1847
17	July, "	B. Sanders	67	£200	Rental:-	"Lloyds"			Lease cancelled before land allotted.
18	" "	T. S. Kell	67	£200	3/-, 4/- 5/- to 4/- 5/-, 6/- p.acre p. annum	"Rajasthan"	299	B	Lease cancelled prior to 1842.
19	" "	H. Goldfinch & W. Wyborn	67	£200	Redemption:-	"Lloyds"	320	B	No record of Goldfinch. Wyborn died Adelaide Infirmary 1845.
20	Sept. "	W. Rogers, Jr.	268	£600	£4, £5, £6 p.acre.	"Platina"	291 292	B	Still in occupation in Dec., 1847.
21	" "	G. Reid (Reed)	67	£150		"	290	B	Still in occupation in Dec., 1847.
22	Nov. "	G. Brunskill	67	£100			290	B	Still in occupation in Dec., 1847.
23	" "	Dr. J.P. Litchfield	67	?					Lease cancelled before land allotted. Appointed Inspector of Hospitals.
24	Dec. "	J. Emery	67	£150		"Buckinghamshire"			Lease cancelled before land allotted.
25	" "	R. J. Bouchier	67	£150		"			Lease cancelled before land allotted.
26	" "	J. Bailey	67	£150		"			Lease cancelled before land allotted.
27	" "	R. Robinson	67	£150		"			Lease cancelled before land allotted. Appointed to Botanical Gardens.
28	May, 1839	W. Spicer	67	£150	Redemption:-		233	B	Still in occupation in Dec., 1847.
29	June "	B. Freeman	67	£150	£5, £6, £7 p.acre	"Prince Regent"			Lease cancelled before land allotted.

20	Sept.	"	W. Rogers, Jr.	268	£600	£4, £5, £6 p.acre.	"Platina"	292	B	Still in occupation in Dec., 1847.	
21	"	"	G. Reid (Reed)	67	£150		"	290	B	Still in occupation in Dec., 1847.	
22	Nov.	"	G. Brunskill	67	£100		"	290	B	Still in occupation in Dec., 1847.	
23	"	"	Dr. J. P. Litchfield	67	?		"				Lease cancelled before land allotted. Appointed Inspector of Hospitals.
24	Dec.	"	J. Emery	67	£150		"Buckinghamshire"				Lease cancelled before land allotted.
25	"	"	R. J. Burchier	67	£150		"				Lease cancelled before land allotted.
26	"	"	J. Bailey	67	£150		"				Lease cancelled before land allotted.
27	"	"	R. Robinson	67	£150		"				Lease cancelled before land allotted. Appointed to Botanical Gardens.
28	May, 1839	"	W. Spicer	67	£150	Redemption:-		233	B	Still in occupation in Dec., 1847.	
29	June	"	B. Freeman	67	£150	£5, £6, £7 p.acre	"Prince Regent"			Lease cancelled before land allotted.	
30	"	"	J. Gould	67	£150	Redemption:-	"	233	B	Still in occupation in Dec., 1847.	
31	"	"	R. J. Lewis	67	£150		"	249	B	Lease cancelled at end of 1845 season.	
32	Aug.	"	C. T. Hewitt	134	£300		£6, £7, £8 p.acre	"Northumberland"	134 138	C	Still in occupation in Dec., 1847.
33	"	"	W. Colton	134	£300		"	136 147	C	Still in occupation in Dec., 1847.	

* The above information has been gathered from a number of miscellaneous sources including the Minute Books and Letter Books of the S.A.Co.; Unaccessioned Papers of the S.A.Co. (packets labelled "Financial Statements", and "Annual Returns of Land Under Cultivation by the Tenants of the S.A.Co., 1842-60"); and Papers Relative to South Australia p.p.69/91. "Statement of the Extent and Cultivation of Land, Supply of Water, Remarks on Crops and Buildings, and the Population of the Province: compiled from official returns for 1840".----- South Australian Archives