

A WILD AND GODLESS PLACE:  
CANTERBURY, 1788-1895

Vol. I

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This thesis is submitted for the degree of  
Master of Arts  
of the University of Sydney  
May 1984

## CHAPTER 11

## THE SUGAR COMPANY'S VILLAGE

On 12 July 1840, the *Ann Gales* sailed into Sydney Harbour, carrying the nucleus of a company town to be set somewhere in New South Wales. Among the cargo was "1 sugar plant (complete), 76 packets hops, 18 bundles wire and sieves, 5 cases ironmongery and toys, 4 puncheons wirework, &c., 2 casks gin, Childs and Kemble".<sup>1</sup> The passengers travelling with their cargo were - first class, Mr and Mrs Knox Child and family, and Mr and Mrs Francis Kemble and family; and steerage - thirty bounty immigrants who had all had their passage paid by, and employment guaranteed by, the Managers of the Australian Sugar Company.

The *Australian* greeted the arrival of this contingent with enthusiasm, reminding the public

*We have, on several former occasions adverted to the facilities we possess for such an undertaking (the refining of sugar), and the prosperous results that must attend it, both with reference to the proprietors and the public ... such an establishment is now about to be opened, having all the means and appliances required for its complete operation.*<sup>2</sup>

The finance director, William Knox Child, had all the acceptable qualifications to the colonial sources of credit, being "well known in the mercantile circle in England as the head director of the London and County Joint Stock Banking Company", so arrived with "an unlimited letter of credit to one of our Colonial Banks".<sup>3</sup>

It appears that contact had already been made with Robert Campbell<sup>4</sup> and news of the venture travelled quickly around the gentlemen of Sydney's

1. *Sydney Herald* 22 July 1840, p.2.

2. *Australian* 14 July 1840, p.2.

3. Ibid. The association was with the Union Bank.

4. Quoted in Newman, C.E.T. *The Spirit of Wharf House*. Sydney, Angus and Robertson, 1961. p.164. The source Newman quotes for this information is Jervis, J. *A History of the Municipality of Canterbury*, which gives no sources for any of the information in the book.

financial circles. By Thursday of that week, A.B. Spark was writing in his diary:

*July 17th 1840: Sugar refiners and others want land near Tempe, but which gives undue displeasure to my better half.*

The Spark family quarrelled, it appears, about these plans - the merchant seeing development potential in terms of economic advantage, his wife despairing at the potential destruction of the rural peace of her "Vale of Tempe" with a smelly factory and a township of workers sharing their previously exclusive neighbourhood of villas and carriage folk.

The *Sydney Herald* caught up with the news in its issue of the following Monday, declaring:

*SUGAR COMPANY.- We are glad to hear that the gentlemen who have recently arrived in this Colony for the purpose of establishing a sugar refinery are making preparations to commence business on a very extensive scale. As every man who introduces a new manufacture into this Colony, that is, when he brings the necessary men with him, is a public benefactor, we think the colonists are much indebted to the gentlemen who have already expended a large amount of capital in this speculation, and will lay out more.*

Mrs. Spark, it seems, was in the minority of public opinion on this matter, and the battle for the preservation of her environment was lost almost as soon as it had begun. Exactly a week after the entry in Spark's diary, the *Australian* could report:

*The Australian Sugar Refining Company are, we are informed, on the point of commencing their operations ... Robert Campbell, M.C. has, mainly, we believe, from a regard to the interests of the metropolis, offered them a portion of the Canterbury Estate situated upon Cooks River. The doubt, therefore, which existed as to the Port at which this new branch of industry will be introduced no longer exists. That great advantage is secured to Sydney.*

1. Spark, A.B. Op. cit.
2. *Sydney Herald* 20 July 1840, p.2.
3. *Australian* 23 July 1840, p.5.

The agreement with Robert Campbell to purchase 60 acres of land on Cooks River was quickly concluded by the two managers, who had arrived with the authority to "out of the funds of the Company purchase or rent or take upon lease or otherwise in their own names any land or lands or real business of the Company".<sup>1</sup> As in the past, the order of registration of deeds seems to have been irrelevant to the principals' concept of ownership of the land. The Sugar Company's estate included a grant which only became officially Robert Campbell's property to sell after he claimed forty years' continuous occupation<sup>2</sup> and was granted the land on 7 January 1842. The sale to Francis Kemble and W. Knox Child was registered on 3-4 December 1840, for the price of £1200<sup>3</sup> - but they had hired a surveyor, John Williams, before 12 August 1840, who had drawn up "plans and specifications" for the building, and had advertised:

*AUSTRALASIAN (sic) SUGAR COMPANY.-*

*Builders, contractors, and others willing to undertake any portion of the works required by the above Company, to be erected on their Estate at Canterbury, near Sydney, are requested to furnish tenders in writing addressed to the Directors of the said Company on or before Monday, the 31st August ...*

The same paper carried a warning against extending any credit in the name of the Company without the authority of the Finance Director; this may have been a customary precaution, but it carries a hint of the buoyant financial climate of the time, when the mere mention of a new company could secure goods without cash.

The Australian Sugar Company was a prime example of the style of investment which led to the crash of the early 1840s. Francis Kemble had

1. Authority dated 1 January 1840, quoted in Old system title deed 10/785. (16 March 1846) Conveyance, 1r, W.K. Child to James Murphy.
2. The land was promised by Bourke on 2 April 1836, and was granted 7 January 1842. Grant Register Vol. 6, p.8, no.18.
3. Old system title deed U/815. Lease and release. Paid as 24 £50 shares in the Company.
4. *Sydney Herald* 12 August 1840, p.1.

been associated with sugar refining companies in England, and had acquired enough knowledge to sound plausible to potential investors. Child wrote later:

*I too readily adopted the erroneous impressions that he was intimately and practically acquainted with the various branches on which he spoke with the greatest confidence and apparent knowledge, and after consulting with friends who, unfortunately, were as little capable of judging as myself, I determined to adventure my fortune in a speculation in which, I again erroneously conceived, that a slender stock of knowledge was more than sufficient for the wants of the colony.*<sup>1</sup>

Francis Kemble promised that the venture would earn shareholders £42,000 per annum, on a capital of £20,000, and on this promise, Child made his decision:

*... and as I had two sons, who were then just coming into life, I felt anxious, rather to promote their future interests, than to enjoy the quiet and independence I then possessed at home.*<sup>2</sup>

He sold all his property, took the eldest son (Coles Child) from the University, and the youngest from his secure position in the bank, and, on 1 January 1840, began his position as Finance Director of the new Company.

As soon as Kemble felt secure that he had the investors safely committed to the Company, he "all at once recollected that he had a (sugar refining) plant which he would like to dispose of".<sup>3</sup> The investors took the quality of this plant on trust, and paid Kemble £2620 in cash, plus two £1000 shares for it -- the only investment made by Kemble in the Company was £250 paid on one of the shares.

Child wrote later:

1. William Knox Child. *A letter to the shareholders of the Australasian Sugar Company* ... 1842. p.9. Alan Birch, in his article, *The origins of the C.S.R., 1841-55*, suggests that this investment is "not very plausible". He had obviously not read Child's letter. (M.S.)
2. Ibid. p.9.
3. Ibid. p.11.

*The price of this plant, which was at least thirty years old, (in fact not half a plant,) and constructed long before the present improvements in making fine sugar, ... I always considered too high ... it had been ... fixed at £14,000 ... I am the more convinced of the soundness of my judgement now that I have seen it in operation, for the alterations and improvements that have been made on it have cost as much trouble and expense as a tailor would have in altering a coat of thirty years' date, to the fashion of the present day.*<sup>1</sup>

Once he had made this contribution to the future of the Company's activities, Kemble disappeared for two months, leaving Child to hire the men, arrange for their emigration on the *Ann Gales*, organise the loading of the sugar plant weighing 500 tons, and procure a passage for both Managers' families on the same ship. Child was disconcerted to find that he was also asked to "provide unexpectedly on our departure at the last moment from private resources, a large sum of money for the Company".<sup>2</sup>

As can be seen from the extracts quoted at the beginning of this chapter, the financial atmosphere in Sydney was directed favourably towards support for such an enterprise, so shares in the Company were acceptable to Robert Campbell as payment for his 60 acres of land, which he did not yet officially own. The land was then mortgaged for £6,000 to the Union Bank of Australia,<sup>3</sup> to give capital to pay the immigrants contracted to the Company, and to hire further workmen to build the works and the dam, which would provide the boilers with unlimited fresh water. The longer all this took, the greater would be the financial drain on the Company, as all the Bounty immigrants had agreements which read:

*MEMORANDUM OF AGREEMENT ENTERED INTO THIS 31st DAY OF JANUARY 1840  
BETWEEN WILLIAM KNOX CHILD ON BEHALF OF THE AUSTRALIAN SUGAR  
COMPANY AND (William Jeffress)*

*William Knox Child agrees to hire and William Jeffress agrees to be  
hired to go to Sydney on the following terms to serve the Australian  
Sugar Company in such character as they may require at the wages of*

1. Ibid. p.11.

2. Ibid. p.12.

3. Old system title deed U/883. Lease and release, 11-12 February 1841.

One Pound per week from the day of embarkation till the day of arrival at Sydney that from and after such landing at the wages of Three Pounds per week paid weekly.

The said William Jeffress his wife and children to be found a free passage out and to continue in the Company's service one year after the Sugar House and Works of the Company are completely finished. John Jeffress continuing in the Company's service the like time at such wages as the Company may consider him entitled to and the said William Jeffress to enter into a bond of Two Hundred Pounds when required to do so for the full performance of this agreement and during its continuance not to engage in any other employment ... <sup>1.</sup>

Francis Kemble's claims, made to English investors, that he had access to "men of large capital" <sup>2.</sup> in Sydney proved false, and repeated requests to him to pay up the £750 owing on his remaining share - (the first had gone to pay his debts in England) - produced no money at all. W. Knox Child moved to Canterbury to supervise the building, while Kemble made an attempt to pay the call on his shares by anticipated salary, threatening to "obtain from friendly lenders the means of commencing other trades" if he were not permitted to do this. He indicated that the attendances of himself and his nephew to the sugarworks would "be confined to two in the week, as required by the deed of settlement, during the erection of the works", <sup>3.</sup>

This was the last straw to Child. He replied:

*The absolute engagements of the Company have made the call imperative, and you in particular, who have reserved so large a share of the profits to yourself, ought to be the first to make every sacrifice for carrying it on; you have induced us to abandon other occupations, subscribe our money, leave our friends, home, and country, to come here, and I feel, that you are the last that ought to ask what is required in your letter; selfishness is too visible in all your proceedings, and your reading of the deed appears to me, always to be entirely in your own favour ... What is required, in my opinion, is that we should devote our whole time to the establishment of the*

1. C.S.R. Archives. Box A5.0

2. W. Knox Child. Op. cit. p.13.

3. Ibid. p.14.

*Company, and to meet twice a-week for consultation; how now does your meaning of twice a-week, and whole time, agree, while the Company is not established? Would not such a performance of our duty be a downright fraud on our shareholders, of whom we have required salaries, and such a large portion of operative shares? And, if we were all to give the superintendence you suggest, some one must supply our places, and be paid for what we neglect; indeed, on the matter of superintendence, I am much dissatisfied. I relied on you both to get the Sugar-House up, and attend to all matters relating to it, and I deeply regret the entire incompetency of you both to do it. No absolute loss would take place by your non-attendance; but it would not be fair to oblige me to do, as it were, your part, as I have hitherto been compelled to do, and you both get paid for doing almost nothing.* 1.

The note of panic sounded by this letter was real, not imagined. The financial crash had just begun, and it was becoming harder to find finance for the Company. Two of the original investors, Captain George Minter and Frederick Wright Unwin found it very difficult to persuade John Tingcombe to join the Company, in view of Kemble's claims, while Maclaren, the Manager of the Union Bank, went to reason with Kemble and point out to him "the folly of his proceeding". 2.

Eventually, on 31 March 1841, an agreement was drawn up, whereby W. Knox Child and Coles Child were given control of the Company's property, 3. while Kemble received £250 per annum and the prospective advantage of sixty shares for securing his services. Child consented to this only on condition "that his duties should be well defined, and that no trust should be placed in him". 4.

In the meantime, the social strata had sorted themselves out in selecting a location for their houses. Mrs Spark could be reassured that her "good address" would be preserved, at least in the short term.

1. Ibid. p.14-15. Quotes letter of 26 December 1840. Kemble had organised affairs so that he would receive £5,686/17/4 from the Company in exchange for £250 cash and an interest of £2,000 in a 30 year old plant.
2. Ibid. p.14.
3. Old system title deed Z/560. Lease, release and assignment.
4. W. Knox Child. Op. cit. p.16.



Frederick Wright Unwin, who lived at "Wanstead" next door, <sup>1.</sup> bought the adjoining "Juhan Munna" homestead from Joshua Thorp, <sup>2.</sup> and promptly divided it into two separate residences, selling one to Joseph Newton, a merchant, and making the other available to W. Knox Child. <sup>3.</sup> No lease or sale documents exist for Child's house, so it appears that it was a private arrangement between the Solicitor and the Finance Manager of the Sugar Company - probably in the category of a "company home".

Both gentlemen were residents of adjoining stone houses by March 1841, when the Census of the Colony was taken; both with large households, and both listed as "professional" in occupation. Within the agreement was contained a right-of-way across Mr Unwin's new bridge, and along the road which led past the subdivided allotments of Spark, Duguid and Campbell, past Cooks River Church, and into Sydney.

W. Knox Child kept long hours at the sugar works, in attendance from "six in the morning till ten at night to protect the Company's interest". <sup>4.</sup> His path to work led past the newly-built dam at Canterbury; the path from Cornelius Prout's bridge is clearly marked on the subdivision plan of 1841. <sup>5.</sup>

Within the village, builders and Sugar Company employees put up slab dwellings to house their families. There must have been a great deal of

1. Built on Arthur Martin's grant in 1836-7. It was in existence at the time of the mortgage, Old system title deed P/808, <sup>4</sup> February 1837. F.W. Unwin to S.A. Perry and Wm. MacPherson, £1770.
2. F.C. Ebhart, the tenant, had died on the way home from India in May 1839 (memorial stone in St Peter's Church wall). Sale to Unwin, Old system title deed R/149, 9-10 March 1840. £1400 paid for 100 ac + houses.
3. Old system title deed U/953, 19-20 February 1841, lease and release to Newton, £1300. Child's property is mentioned in the sale deeds for the Wanstead Estate, Y/260, 12 November 1841. There was a brick manager's house built on lots 12-13, Canterbury Village - occupied in 1844 by "a man in charge". Sydney District Council Ratebooks. M.L.
4. W. Knox Child. Op. cit. p.17.
5. Map ML M2 811.1829/1841/1. *Plan of 95 allotments at Canterbury ...* The path is called "Line of road regd. by Mr Unwin" on a later subdivision plan (1863) of Nobbs' Flat (Tyrell's 60 ac). Sydney subdivision ...



activity at this time; stone was quarried for the building, the dam, and for Cornelius Prout's new bridge; the land was cleared, a shaft was sunk which turned up a coal-like substance, sending many hopes sky-high, <sup>1.</sup> and a road was formed through Campbell's Canterbury Estate, leading across the bridge into the country of the sawyers and the charcoal-burners beyond. Prout, always with an eye to profit, took up a public subscription from the new and the old settlers to pay his builder, James Walsh. <sup>2.</sup> When the amount raised fell short by about £100, he made up the deficit on the agreement that he could charge a toll to cross his bridge. The convicts he had extracted from the Government to help with the timber work were given an extra job - to build an octagonal stone toll house on Prout's Bridgewater Estate; <sup>3.</sup> and the district commenced to repay Prout for his act of public benefit.

The Sugar Company's next move was typical of the time. After the wild speculation in urban land in 1836-40, in which properties as far away from Sydney as Brighton had been sold, this seemed a reasonably certain way to raise a comfortable amount of capital. They hired W.H. Wells, a land surveyor, to subdivide most of their sixty acres into saleable allotments and streets named after the largest investors, and pinned their hopes on a successful land auction. After all, this one had all the advantages: there was a road, real opportunity for employment, an established social network, and natural resources to attract more industry. The Company had reserved their land along Cooks River from the sale, no doubt waiting for approaches from

1. W. Knox Child promptly put in all deeds of land sold in Canterbury Village a clause which reserved "coals and minerals from the underground" of the said land for himself and his son as trustees of the estate. Old system title deed 11/658 is one such example.
2. Walsh appears in the 1841 census, living at Prout's Ferry. The bridge was completed in the last week of October 1841.
3. St George portion 218. Polack's 100 acres, purchased by Prout from the trustees by agreement W/652 and lease and release X/311. £500. Deeds dated 23 July 1841 and 7 September 1841.

Managers of "Foundaries and Manufactories requiring much fresh water"; immigrants would immediately understand the significance of Samuel Lyons's words: "Canterbury ... may hereafter be a rival to Low Moor, Bilston or Manchester". Lyons wrote in the tradition established by Abraham Polack.<sup>1</sup>

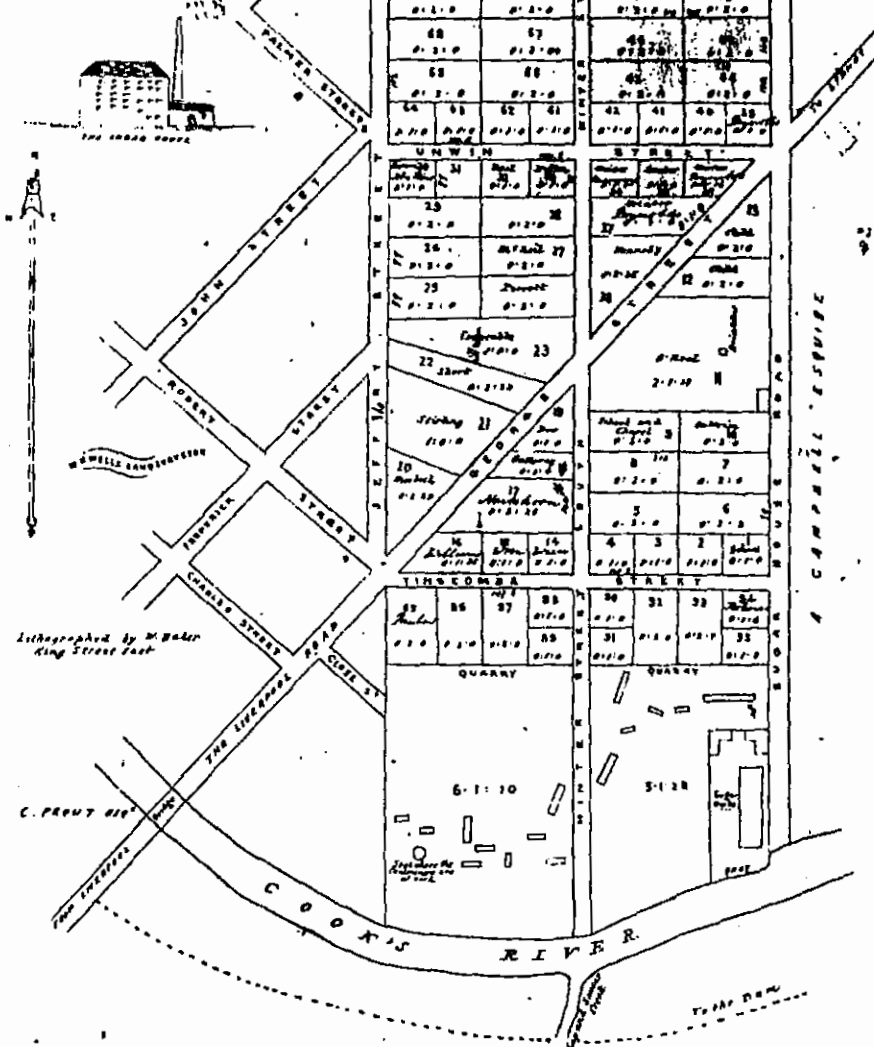
Like Brighton, Canterbury was first settled by new immigrants. Only one of the thirty heads of households in the 1841 census had arrived as a convict, and three had been in the Colony more than six years. The rest had arrived, in most cases, under the Bounty scheme,<sup>2</sup> some as employees of the Sugar Company, others were Scottish stonemasons working for David McBeath, the builder of the sugarworks. Wives and children accompanied the men to live near the place of work, and the population distribution of 40% males, 22% females, and 38% children indicated a high level of family settlement. This hopeful activity encouraged a growth in population in the Parish of St George as well - it grew by 56% between 1836 and 1841, and the numbers of children grew from 16% to 19% of the population. The study area was gradually changing from a "Man's country" to a district of working-class families.

The outcome of the Sugar Company's land sale is a confused one: no title could be given to any of the land until after Campbell's grant was confirmed in January 1842, so it is not possible to find out in a direct manner how successful the sale was. Lyons claimed in July that "a few allotments have been eagerly sought for and sold at £100 the acre, by private sale within the last fortnight". A study of the Old system title deeds in the Registrar-General's Department confirms that this was the consistent

1. Map 11.2, also Advertisement, Lyons's auction, 30 July 1841, *Sydney Morning Herald*, 30 July 1841, p.3. Samuel Lyons was a shareholder.
2. The Bounty Index in the N.S.W. Archives Office was checked for all inhabitants of Canterbury Village listed in the 1841 census. The *Australian* 15 July 1842, p.2, claimed that the Bounty system of immigration was one cause of the financial recession in the Colony. £1,000,000 had been paid out of the Colony's funds in return for immigrants.

PLAN OF  
95  
Allotments at  
CANTERBURY,  
adjoining the  
AUSTRALASIAN SUGAR COMPANY'S  
WORKS

To be sold by Auction by  
M<sup>r</sup> ARAGO  
on Friday July 30<sup>th</sup>  
1841



Lithographed by W. Baker  
King Street East

Surveyed by  
W. H. H. H.  
1841

Map 11.2

Plan of 95 allotments at Canterbury, adjoining the  
Australasian Sugar Company's works ... July 30th 1841.

The plan of the Sugar Company's Estate, the first subdivision  
to form Canterbury Village. Campbell's "Village of Canterbury"  
subdivision is shown on the left in outline.

M.L. Map M2 811.1829/1841/1

price paid for all the lots. It seems strange, then, that very few other land sales at the time were as successful - even land close to Sydney remained unsold.

To complicate the story, Robert Campbell subdivided part of Richard Johnson's 260 acres adjoining the Sugar Company's Estate three months later. His allotments sold at prices ranging from £70 an acre for lots near Prout's bridge to £20 an acre for lots in streets parallel to the main road, but only 26 lots out of 78 were sold at the first auction.<sup>1</sup> It seems odd that one subdivision was consistently cheaper than the other, also that the Sugar Company's Estate lots all sold for the same high price, no matter how far away from the main road they were.

The advertisement for Campbell's Village of Canterbury indicates the state of Sydney's land market late in 1841: Stubbs had taken to reading the proceedings of the British Parliament, and headed most of his auction notices with quotations from the latest encouraging speech of a respected parliamentarian. The "Village of Canterbury" piece was by Lord John Russell:

*I believe that the establishment of villages and their gradual extension into towns may, therefore, be best left to the enterprise and judgement of individuals.*<sup>2</sup>

and Stubbs went on to conclude that, as a result of the confidence expressed in New South Wales by British Members of Parliament:

*... a great rise had taken place in AUSTRALIAN SECURITIES, and that they HAD RISEN TO TEN AND A HALF PER CENT PREMIUM, and EXPECTED HIGHER !! It is hoped we shall hear no more of Land "going down", as the very moment the reaction begins here, it will be like - Gold breaking out of the Miser's Bag - there will be no keeping pace with its overwhelming influence.*

1. Map 11.3 (M2 811.1829/1843/1) is a map of the 1843 sale, annotated with the lots sold at the 1841 auction. All lots have been checked in the Registrar-General's Department for date of sale and price paid.
2. *Australian* 14 September 1841, p.3.

It was clearly a desperate situation requiring desperate measures. The advertisement was directed particularly towards the

*Operative classes of emigrants (who have lately arrived in the PEARL, the UNITED KINGDOM, the ELEANOR, &c.,) ... Nothing is so much required in this delightful suburb of Sydney as small neat built tenements for the accommodation of families and friends who are hourly emigrating to our shores; and nothing is so difficult to procure as mechanics to erect them. Cottages would let for anything.*

Stubbs was careful to mention the need for shopkeepers, suggesting that the wife could carry on the business, and the map showed the Estate in relation to four important features: Sydney, the road network, the Sugar Company, and Ireland's Inn. It was altogether an estate for working-class immigrants.

A study of some of the insolvency papers in the N.S.W. Archives, together with some research into the occupations of the buyers of the Sugar Company's Estate goes some way in clearing up the mystery of the £100 an acre lots. Only seven of the 95 lots went to people unconnected with the Sugar Company: four shopkeepers and the Wesleyan Methodist Church. Most of these lined the main road from Liverpool Road to Prout's Bridge, although the Church accepted a lot a few yards away. The rest of the lots went to either builders, Sugar Company employees, or Directors of the Company, while the furthest lots were sold to G.J. Rogers, solicitor and financier.<sup>1</sup>

Within the insolvency papers, dated 1842, of a builder, James O'Neill, brickmaker, is a possible solution to the problem.<sup>2</sup> He says: "I and my brother paid £140 to Childs for the land (lot 11). We paid it by labour and making bricks and getting bones". How many of the rest of the lots were given to employees as payment for £100 worth of labour? How many of

1. The *Australian* 15 July 1842, p.2. claimed that one cause of the Colony's recession was the excessive amount of litigation undertaken by people. Solicitors were growing fat at everybody's expense. G.J. Rogers belonged to the firm of Carr, Rogers and Owen, of George Street, a firm which was associated with the Union Bank.

2. Minutes of Proceedings, 22 July 1842, James O'Neill insolvency. A.O. 2/3679. Case no. 208.

the Directors' lots were in the form of security for investments in the Company? Did Child use the promise of free land to attract the essential services of a church and shopkeepers to Canterbury? It is possible that conventional transactions occurred for none of the 95 Sugar Company Allotments, while, in Campbell's Estate, all were land sales, rather than investment in a Company, and consequently many remained unsold.

The building of the refinery continued throughout 1841. The *Australian* conducted a campaign against sugar monopoly by a particular firm in Sydney, who, it claimed, had forced an artificially high price of between £26 and £34 a ton; the newspaper promised that as soon as the Sugar Refining Company commenced operations, these monopolists would get their fingers burned "as the price of sugar must fall materially".<sup>1</sup> W. Knox Child inserted an advertisement in the paper in September 1841 confirming this,<sup>2</sup> and reporters visited the works in the same month to see for themselves. They announced:

*... We were quite astonished to find that in a short space of nine months an extensive manufactory has been most substantially erected so near to us, and one capable of giving us a valuable article of consumption at a low and steady price.*<sup>3</sup>

The building was impressive, being

*one hundred feet in length, sixty feet in width, and sixty feet high, with a fine chimney shaft, one hundred and thirty feet from the ground. The house contains six spacious floors, mill-house, engine-house, boiler house, stove and store-rooms, all heated and worked by a steam-engine of considerable power ... all the plant and machinery being of a very valuable description and according to the most recent improvements.*

The investors had obtained a satisfyingly solid bulk for their money, important in the Victorian's concept of "worth". The growth of the town

1. *Australian* Editorial 10 March 1842, p.2.

2. *Ibid.* 2 October 1841. Advertisement dated 14 September 1841.

3. All extracts are from the *Australian* article of 28 September 1841, p.2.



had meant that the worthy aim of bringing benefit to the lower classes was also satisfied:

*We understand that the Sugar Works have given employment to above one hundred men during the erection ... We could not but notice how comfortably the Company have housed their sugar-house men, in really very convenient slab huts; and we were glad likewise to see that a school has already been erected near the works, where we saw above forty children. This is used as a chapel on Sundays.*

William Knox Child was to be congratulated in establishing, in nine months, this township, so solid and respectable in appearance, in a district "formerly known as the Canterbury Bush".

Throughout 1841 and early 1842, sugar prices continued to hover around £30 a ton, and prospects seemed favourable for large profits to be made as soon as sugar production began. Francis Kemble, discontented with his small share of the Company, began to voice criticisms of the way W. Knox Child was managing the Company, feeding the Directors' impatience that the refinery should commence operations, with claims that "sugar never could be refined in the present Sugar-house without him and his nephew".<sup>1</sup> The principal shareholders took fright - Unwin and Tingcombe had £3500 and £3450 respectively to lose, and in the panic of 1842, that was a considerable amount.

In January 1842, against the advice of Child, a new Company was formed, the Australasian Sugar Company, which restored Francis Kemble to the status of Director, and defined his duties as (Clause 29):

*That Francis Kemble shall attend the works to direct the manufactory, with the Boiler and Sugar House Clerk, and will leave with Mr Child an entry in a book to be kept for that purpose, all orders which have to be carried into effect, the due execution whereof is to be superintended by Mr Child.*

1. W. Knox Child. Op. cit. p.15.
2. Australasian Sugar Company. Deed of settlement. Sydney, D.L. Welch, 1842. The Company was formed on 1 March 1842.

Kemble had achieved part of his object, but the shareholders refused to remove Child from his managerial role, so he was forced to endure the obvious disapproval of his co-manager for a while longer.

In March 1842, a new Director was introduced into the Company.<sup>1</sup> John Ross purchased the required ten shares, and thus gained a seat on the Board and a vote on Company policy. He had been a Director of the soon-to-be insolvent house of Dunlop and Co., but also had a further interest as a Director in another Company, Abercrombie and Co.<sup>2</sup> John Mackay, also of Abercrombie and Co., purchased ten shares in the Sugar Company in June 1842, and was also raised to the status of Director; at the first meeting he attended, Mackay, with Ross and Kemble, put forward a motion "to remove William Knox Child from the offices of Director and Manager for conduct prejudicial to the interests of the Company".<sup>3</sup> The timing was too neat for there to be no collusion between Kemble and the two new Directors. When we find that Walter Kemble, his nephew, and John Ross were joint owners of a property near Maitland, it becomes obvious what Kemble had done.<sup>4</sup> The *Australian* "learnt" of the trouble after the June meeting, and carried the announcement of it for all to see on 16 June 1842:

#### AUSTRALASIAN SUGAR COMPANY IN TROUBLE

*We very sincerely regret to learn that the Sugar Company's operations are at a standstill, in consequence of a want of unanimity amongst the Managers. The establishment is curtailed; the number of Mechanics employed being reduced materially. We do trust that amicable relations may be soon re-established, and refrain from commenting on the cause of the disagreement, inasmuch as we run the risk which usually attends upon ex parte information.*

1. *Sydney Morning Herald* 1 March 1843, p.2.
2. Insolvent estate no. 1018. John Mackay. A.O. 2/8758. The evidence taken in this case established that Mackay and Ross were co-directors of this Company. Mackay told a great many untruths in his evidence, and it took six months and many sittings of the Court before the real story emerged. Mackay was substitute for Wm. Abercrombie as Director of the Sugar Company.
3. W. Knox Child. Op. cit. p.1. Also *Board Minutes* 24 August 1842.
4. Insolvent estate no. 1654, Walter Kemble, A.O. 2/8869.
5. *Australian* 16 June 1842, p.2. The unfavourable nature of the summary indicates that the information was given to the newspaper by Kemble, attempting to orchestrate complaints about Child's administration.

Although none of the other shareholders supported the motion in June, it was brought forward again at the July and August meetings, and again lost. In August, Child advertised tenders for the supply of billet wood, coals and cartage to the Company,<sup>1</sup> which was on the point of beginning production, so it became essential to Kemble to have Child removed immediately, while his claims that no sugar would be produced under the current management could not be proved false.

After the August meeting, Kemble was sent to inspect the works, and reported back:

*I have to report that the house is in a very imperfect state, and less valuable to an incoming tenant, by about £1000 per annum, than it would have been had the fitting up been superintended by any person conversant with the trade. If Albert (the sugar refiner) be competent beyond his pons, or if he have not been instructed to mislead me, it follows, from answers which he gave to questions which I put to him that only Ten tons per week instead of Sixty, advertised by Mr Child, can be turned out.*

The motion to remove Child was again put forward at a special meeting of the Directors on 16 September,<sup>3</sup> and Child was asked for an explanation. He took out an advertisement in the *Australian* to notify the Directors of his intention to reply to the charges;<sup>4</sup> this provoked a barrage of increasingly insulting advertisements by Kemble (see 11.7) deriding Child, while promising the shareholders that he had special talents:

*... the latter operations of the Manufactory upon my London plan, (fully known to a very small number only of persons in England), have been eminently successful, and appear to render it certain that the results of the Company's work, under proper management in each department, will be highly satisfactory to you all.*

1. *Australian* 10 August 1842, p.3.
2. Kemble, Francis. *To the Shareholders of the Australasian Sugar Company*. Letter dated 12 October 1842. M.L. A923.3/C.
3. *Australian* 19 September 1842, p.3.
4. *Ibid.* 19 September 1842, p.3, 23 September 1842, p.1.
5. *Ibid.* 26 September 1842, p.3.

11.7

After three successive attempts had been made to dismiss him, W. Knox Child, on 16 September 1842, published an advertisement in the Australian, appealing to the shareholders of the Australasian Sugar Company for justice and open-mindedness in their consideration of his fate as Manager. He asked that they "not suffer (themselves) to be led away by the plausibility of that individual ... (who) is entirely unworthy of any trust being reposed in him".

Kemble promptly took out a counter-advertisement of a column's length, in which he continued his attack on Child's ability to run a sugar refinery "by intuition". He compared his own thirty years' experience with that of Child, "who has acquired his knowledge of trade by dealing in toys and blacking brushes"; but assured shareholders of his disinterested concern:

"Although I will take care that the interests of the Sugar Company shall not suffer for the want of proper management, I am no candidate for the office of Manager, which I apprehend must now become vacant ..."  
He then told a pleasant little story about a sea-captain's monkey, Chilo, who delighted in throwing overboard his master's glittering silver plate, of which "he had assumed management". Like Chilo, Child had been "amusing himself" at the Management's cost - in a year, the cost would amount to "three or four times as much as the salary of His Excellency the Governor". He concluded, with mock dignity, that he would "leave the viper to gnaw upon his file".

The following Friday, this anonymous advertisement appeared on page one of the Australian:

**CANTERBURY TALES,**  
NEW SERIES.  
ON THE 1st OF OCTOBER WILL BE PUBLISHED,  
**THE BEAR IN THE BOAT,**  
AND  
**THE CAPTAIN'S MONKEY,**  
By CHILO.  
—ruit oceano Knox.  
Involvens umbra nigra terraque potiusque  
Myrmidonumque dolus.—Virgil.  
Rebus Knox absulit ultra colorem.—Ibid.  
I am Monarch of all I survey,  
My right there is none to dispute,  
Within, and without, and all round it, they see  
I'm Lord of the House, and the brute.  
Ancient Form.  
From the plural "they," it would appear  
that all the Monarch's subjects are designated  
by the last word. Able commentators, however,  
have held that it applies to *one* individual  
only.—Ep.  
The bringing out of these important Works,  
has cost upwards of £50,000, and more will be  
expended to complete them. They will afford  
such wholesome instruction to grown up per-  
sons, and are suited to the capacity of a *Child*.  
An early application is requested, to any of  
the Members of the Australasian Sweet-as-Sugar  
Company.

A Shareholders' Meeting was held on 1 October 1842 at the Royal Hotel, to decide Child's fate, and A.B. Spark, who owned one £50 share, wrote in his diary:

*1st October.* - Would have rather remained at home, but went to town chiefly to serve Mr Child if I could, whom I considered an injured and oppressed man, and for whose removal a meeting was held today at the Royal Hotel. A specimen of the Sugar made at the works was on the table, but from the various observations made, it was at a price which the Company could not afford. A stormy altercation took place, which subsided only on a motion of adjournment being made, and a Committee appointed to investigate the state of the Works.

Robert Campbell withdrew from the Company, Unwin and Tingcombe turned against Child, and he was dismissed from the post of Managing Director on a vote that was unanimous. Kemble was installed in his place. In a financial atmosphere where bankruptcies filled a full column of each newspaper, frightened men had acted to save their money, by installing a Director who offered them the security of special knowledge "fully known to a very small number only of persons in England". With that magic key, surely this business would not go the way of many other Colonial ventures. Child withdrew his financial support from the Company, and, instead, accepted a salary of £500 per annum to act as financial manager. Kemble could not resist a final attack, and on 12 October published a letter to the Shareholders which was later to be proved libellous.<sup>2</sup> For a short time, at least, he could enjoy his triumph.

Kemble took over the management of the Company at the ideal time, and proceeded to capitalise on it. Unwin and the other shareholders were

1. Spark, A.B. *Diary*. 1 October 1842. M.L. A4870.
2. Kemble, F. *Op. cit.* Birch declares that "Kemble emerged from the lawsuit with a character 'as pure white as the Canterbury sugar'". He cannot have read the Court proceedings very carefully. The quote was from a sarcastic aside by the Solicitor-General, Counsel for the Plaintiff. The verdict was in favour of Child, although damages awarded (40/-) were nothing like his claim of £1000. Kemble's evidence was rambling, and, in places, irrelevant.

impressed by the fact that "since Mr Kemble undertook the management, the Company, instead of a weekly loss, had a weekly profit".<sup>1</sup> Not surprising, since sugar production had now started. The *Sydney Morning Herald* was invited to visit the Works in December, and reported:

*The sugar house is a large plain stone building, six stories high, at one end of which there is a handsome chimney, the largest we believe in the Colony, and as the building stands close down to the river, it is not seen from the road until you are within a couple of hundred yards of it. The effect of coming suddenly upon such an establishment in the bush, is extremely striking.*<sup>2</sup>

The proprietors had brought Victorian industrial knowhow to tame and develop a wilderness; even in the depths of depression, "progress" could be made and industry could flourish. The newspaper gave a thorough account of the process of sugar refining, laced with many reassuring remarks about the quality of the machinery and the talent of the men who worked it. With allowances for the changing journalistic style, it could be one of the many "wealth and progress" articles that are customarily published at a time of recession to cheer the masses.

Despite the leadership of Kemble, the Sugar Company appears to have floundered rather than prospered through 1843. There were several changes of directorship, and a footnote written by Tingcombe to his insolvency papers in 1848 adds further evidence towards the reasons for the £100 blocks in the Sugar Company Estate:

*Memorandum. The above seven acres of land (Sugar Company's Estate, Canterbury) were given to me as my portion of the property of the old Australasian Sugar Company and were the only return I received for the sum of four thousand three hundred and fifty pounds which I contributed to that Company.*

*John Tingcombe.* <sup>3</sup>

1. *Sydney Morning Herald* 1 March 1843. Evidence in the libel case. The sugar works had started production on 12 September 1842. C.S.R. Archives.
2. *Ibid.* 13 December 1842, p.2. Kemble changed newspapers when he wanted to get favourable publicity.
3. A.O. 2/8825. Insolvency files. John Tingcombe. 29 September 1848. No. 1822. Also Old system title deed 3/390, 18 lots conveyed to J. Tingcombe. 76/440, conveyance, same lots from Tingcombe's estate to A. Ashdown £18.

Tingcombe, Child and MacKay all withdrew from the Company,<sup>1.</sup> and a new Director, Clark Irving, later to become the Official Assignee of Insolvent Estates, was appointed Manager.<sup>2.</sup> Kemble moved into Child's company house. The deposed Finance Manager does not seem to have felt much malice to the Company, he moved to a farm at Mount Vincent, near Maitland, which he named "Sugar Loaf Farm".<sup>3.</sup>

The substitute for William Knox Child was Edward Knox, a Dane, who was introduced by John Tingcombe,<sup>4.</sup> and who had business connections with both the Australian Auction Company and the Union Bank, the holders of the Sugar Company's mortgage. The *Board Minutes* record that his salary was fixed at £250, "but that it be submitted to him, that some addition will be made when the Company's affairs shall be more prosperous". Times were hard. Kemble was invited to give evidence before the Legislative Council on 20 September 1843, to the Committee appointed to Inquire into the Pecuniary Distress of the Colony. It was clear that his own product could "only have a value in reference to consumption; it had a value 12 months ago, because it was consumed to a great extent, but owing to the general distress there is now but a very small consumption ..." <sup>5.</sup> A loan on the security of his current stock would not help, as the market was non-existent:

*The most respectable shop-keepers, that those who used to purchase loaf sugar at 4½d., now content themselves with moist sugar at 1½d. or 2d., and they tell me that they can sell nothing but articles of absolute necessity, at the lowest prices; and that the reduction in the consumption of my article, arises entirely from inability to pay for it. They find this to apply to all other articles not of primary necessity.*

1. John MacKay was declared bankrupt on 27 October 1843. A.O. 2/8758.
2. Old system title deed 4/656. 29-30 March 1843.
3. Old system title deed 10/964. W.K. and Coles Child of "Sugar Loaf Farm".
4. The changeover took place on 11 August 1843. C.S.R. Archives. *Board Minutes*.
5. N.S.W. Legislative Council. *Report from the Select Committee on the Monetary Confusion, with Appendix and Minutes of Evidence*. November 1843, p.22. in *British Parliamentary Papers. Colonies. Australia. 1842-44*. Shannon, Irish University Press, 1969.

By the end of the year, the storekeeper at Canterbury was asking for payment for bread, meat and groceries. The employees had not been paid, and one man declared himself to be on strike. At the Shareholders' Meeting of 9 January 1844, Knox put forward his plan for establishing the business on a sound footing; it involved obtaining more money from the investors. He had ascertained that, to make a profit, sugar needed to be refined in large quantities. The only problem with this, was that supply of refined sugar would then exceed demand. His plan, which capitalised on both aspects, was to buy 400 tons of raw sugar, set the refinery to refine it "as expeditiously as possible .. and that after the performance of such work the sugar house should be closed until the stock on hand has either been very materially reduced or until a general meeting of the proprietors should finally declare their wishes on the subject".<sup>1</sup> On the cessation of work, "all such persons as would not be essentially necessary to the reopening of the Refinery would be discharged". If his plan were not followed, the Refinery would have to close, incurring a "certain loss to the shareholders of from £11,000 to £13,000 ..." moreover, certain of them had a "standing in society [which] might induce the creditors to make them individually liable for the debts of the Company". Knox was to gain plenty of practice in carving up estates - he became Official Assignee in late 1844.

The plan was accepted, and the Company struggled on. By 1848, all the Directors who had voted against W. Knox Child in 1842 had been declared bankrupt, with the exception of Francis Kemble, who died at Undercliff in June 1844. His nephew carried that bankruptcy. Frederick Wright Unwin had lost £2,200 in shares in the "Old Sugar Company" and at the time of his insolvency had mortgaged Capital Stock and Debentures in the Australasian Sugar Company to the value of £12,860.<sup>2</sup> His subdivision of the Wanstead

1. C.S.R. Archives. *Australasian Sugar Company Minutes*, 9 January 1844. Edward Knox's report.
2. A.O. 2/8514. Insolvency files, F.W. Unwin. 22 December 1847. No.1712.



Estate in 1841, made too late for the land boom, had been successful, mainly because the purchasers almost immediately became bankrupt, and the insolvency papers included a long list of people to whom Unwin had lent money - only for them to be declared bankrupt. It is ironic that Unwin was probably one of the solicitors whom the *Australian*, in 1842, had blamed for the recession. The furniture in his house, "Wanstead", was described as "chiefly old and worn".<sup>1</sup>

Meanwhile, Canterbury Village was established, forming a shakily-founded centre for the provision of goods and services to the district. At the height of its success, it had three public houses, two churches and a school. Two roads led to the settlement; one roughly followed today's line of Old Canterbury Road from Parramatta Road; the other bordered the Canterbury Estate to join Liverpool Road at Campbell's Village of South Ashfield. One letter in the C.S.R. Archives recalls relationships between workers and management:

*Mr Knox met the men one pay day and expressed regret the Company had not the cash that day to pay their wages, but next week when payment was made by Sydney merchants for the sugar delivered to them, each man would receive what was due to him, and added if in the meantime if their wives were in need of any provisions, Mrs Knox would be pleased to help if they called at his home.*<sup>2</sup>

It would be a long trip into the gentry's enclave at William Street, Sydney, for some wives. Management did not live at Canterbury.

1. Ibid.
2. C.S.R. Archives. Box A5.0, Document 15. Letter from Alfred Robbins containing reminiscences from his youth about conversations with "one of the old hands at Canterbury".