

SOLOMON LEVEY AND THOMAS PEEL: A RE-APPRAISAL

by
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Of all the people who emigrated — willingly or otherwise — from Britain to the Australian penal colonies, few had a career as remarkable as that of Solomon Levey. Born in 1794 in the East End of London, into a Jewish family that was probably only a generation or two removed from the ghettos of Eastern Europe, he was convicted of larceny in 1813 and sentenced to seven years transportation. He arrived in Sydney in January 1815 as a felon, and yet when he returned to England in 1826, he was one of the richest men in Australia.¹ His spectacular rise to wealth has few parallels in the Australia of that time.

Levey is also important in Australian history for his involvement in a colonisation scheme that was to have a profound effect — even if mainly negative — on the future development of Western Australia. In London in 1829 he became the partner of Thomas Peel and financed a company that was formed for the purpose of colonising 250,000 acres of 'certain wild and unoccupied lands' in the south western part of the Australian continent. The scheme was a total failure and both men were ruined by it. Levey, his heart and spirit broken, died in London in 1833 at the early age of thirty-nine, and Peel was to die in Australia in 1865, an elderly recluse whose name was remembered only in association with failure.

The partnership between Levey and Peel has already been the subject of investigation by two historians.² It is the present writer's intention to give another history of the affair, based partly on new sources of evidence but also on a re-interpretation and re-assessment of existing sources.

When the two men met, probably late in the year 1828 or early 1829, there was only one or two years difference in their ages but otherwise they could not have been more dissimilar. Levey's social class and religion were definite handicaps in the England of that time, and later he had become a convicted criminal, and yet by his own abilities he overcame every disadvantage and acquired wealth; his prospects for gaining more wealth seemed limitless. Peel, in contrast, was a man whose career until then was notable only for a lack of any real achievement, but whose family connections, in an age when patronage and influence were of the greatest importance, gave him considerable advantages.

The Peel family had been engaged in the cotton trade for several generations. The founder of the family's prosperity was Thomas's great-grandfather, Robert Peel (1723-1795), who established a cotton mill in Lancashire in the middle of the eighteenth century. Of his seven sons, the third, also Robert (1750-1830), was the most successful, prosperous and obtained a seat in the House of Commons and a baronetcy. His son, Robert, (1788-1850), who was a first cousin of Thomas Peel's father, was the most famous of all the Peels, entering Parliament at the age of twenty-one and ultimately becoming one of Britain's highly respected Prime Ministers.

Thomas Peel's family connections, which were important, should be seen in proper perspective. The Peel family was very large; the original Robert Peel had ten children, more than fifty grandchildren, and Thomas Peel the aspiring colonist was one of well over one hundred great-grandchildren. The ties of kinship among the Peels were not strong, and although Robert Peel, then Home Secretary, had addressed a brief letter to the Colonial Office in June 1828, recommending his relative as 'a young man of ample means, and very good character and abilities', he later said that he had met Thomas only half a dozen times. Moreover, the available evidence suggests strongly that Thomas was out of favour with his family. Unlike his brothers he had not made any career for himself. Instead of going into the cotton trade, he worked in an attorney's office, where he acquired some legal knowledge, but apparently did not obtain any formal qualifications. Around 1825 he went to Scotland and lived for several years at 'Carnousie', as estate near Forglen in Banffshire, where he is recorded as having been Master of the Turriff Hunt.³ In addition to his lack of a career, he offended the family over his marriage, which took place about 1824. His wife was one Mary Ayrton, about whom little is known, except that the union did not meet with the family's blessing. The family may also have disapproved of Thomas's 'reputed son' Frederick, born in 1817, whose parentage is a matter of conjecture; he was probably an illegitimate child of Peel's by an unknown mother, but he may have been a child of Mary's and subsequently adopted by Peel. Following the death of an elder brother in 1823, Thomas had become the eldest son and would normally have inherited the major share of his father's estate. Parental disapproval was so strong that early in 1828 his father decided to give Thomas the share of the estate that would later have come to him, on condition that he left the country. The amount of money that Peel received is not recorded, but it was probably £10,000 or more. The break between Peel and his family must have been final and irrevocable, because in later years he was often in desperate trouble, and yet there is no evidence that he ever appealed to them for help, or that he even communicated with them after he left England.

Robert Peel's letter of recommendation is dated 29 June 1828, and one presumes that by that time Thomas Peel came to London and was making preparations for going to New South Wales, although there is no record of his activities until November 1828. At about the same time, James Stirling, a naval lieutenant, was attempting to persuade the Colonial Office of the need for establishing a colony at the Swan River, on the western coast of Australia. Stirling and the Sydney botanist Charles Fraser explored the area in March 1827, when Stirling was in command of HMS *Success*, and both men wrote reports which bestowed lavish praise on the potential of the soil and climate. The Colonial Office, however, was not enthusiastic, and when assent was grudgingly given, in mid-October 1828, the main reason for doing so was to pre-empt the French, who were rumoured to be planning to establish a penal colony in Western Australia.

In the opinion of the present writer, the founding of the Swan River colony and the part played by Thomas Peel can be fully understood only by

reference to the contemporary state of affairs within the Colonial Office, and in particular to the personalities of the two parliamentary Secretaries of State. Between 1812 and 1827 the Colonial Office was presided over by the Earl of Bathurst, under whose conservative but competent direction there was at least continuity of policy. Following Bathurst's departure in April 1827, the office of Secretary of State was held briefly by Lord Goderich, who resigned on becoming Prime Minister in August, and then by William Huskisson. The political upheavals of the spring of 1828 saw Huskisson's resignation and on 30 May Sir George Murray and Horace Twiss succeeded respectively to the positions of Secretary of State and Under Secretary. Murray, formerly a general in the British Army, had little aptitude for the position and during his two years in office the department lacked any firm direction. It appears that Murray was too occupied with other matters to take any part in the negotiations over the Swan River colony, and left the job almost entirely to his deputy. Twiss, however, also lacked experience and was not a good administrator; for a man who was both a lawyer and a politician, he had an unfortunate capacity for making promises and then finding that he could not fulfil them, and for giving people incorrect or misleading impressions, that later had to be sorted out by Robert Hay, the civil servant who was the Permanent Under Secretary. Besides, there were personal factors which made Twiss unsuitable for conducting the negotiations over the Swan River colony: he was a friend or acquaintance of Stirling, and he also owed his position to the patronage of Robert Peel, so that he was at a special disadvantage when faced with a Thomas Peel armed with the patronage of his famous cousin. The correspondence between the Colonial Office and Peel is notable for Peel's frequent requests for privileged treatment — which Twiss often granted — and also for his complaints about Twiss's inconsistencies, which will be discussed later in the present article.

When the Colonial Office gave its affirmative to Stirling, no definite plans had been made, and swift action was necessary if Stirling was to depart as soon as possible and forestall the French. Since the colony was to be for free settlers — the first such colony on Australian soil — the major question related to the conditions under which land would be allocated to the settlers. In the other Australian colonies, immigrants could take up an area of land proportional to the amount of capital which they had imported, and Stirling probably envisaged a similar scheme, with more generous allowances because of the hazards of colonising unknown territory.

The decision to colonise was soon made public, and late in October 1828 the Colonial Office began receiving inquiries from persons interested in emigrating to the new colony. The news attracted the attention of some major investors, and early in November the Colonial Office was made aware of the intentions of a syndicate of four men — Thomas Peel, Colonel Thomas Potter Macqueen, Sir Francis Vincent and Edward Schenley. After a few informal meetings, probably with Twiss, the members of the syndicate addressed a memorial to Sir George Murray, dated 14 November.

When stripped of the circumlocutions and the protestations of the loyalty and humbleness of the signatories, the memorial contained the outline of a very ambitious project. The gentlemen proposed sending to the Swan River, during a four year period, 10,000 emigrants from Britain, plus livestock, supplies and equipment, and they intended to establish farms for the cultivation of tobacco, cotton, flax and sugar, for raising horses for the East India trade, and for raising cattle and pigs for the production of salted provisions. In return they did not ask for any loan or support from the British government; instead they would be prepared to take grants of land in the new colony at the rate of one acre for every one shilling and sixpence that they had invested, on the reckoning that each emigrant would cost them £30 to send out. A little simple arithmetic shows that the gentlemen were proposing to invest £300,000, in return for which they would expect to be granted the right to select four million acres of land.⁴

Although nothing is known of the private arrangements between the four gentlemen who appended their signatures to the memorial, all evidence suggests that Macqueen was the leader and motivator. Peel's experience of colonial matters was negligible, and while little is known about Vincent and Schenley, neither man appears to have had any association with the Australian colonies. By contrast, Macqueen already possessed extensive holdings of land in New South Wales, and was well known to the Colonial Office as a lobbyist who was forever giving advice to the officials about how New South Wales should be run, or putting forward schemes for exporting Britain's surplus population to the Antipodes. The events of later years do not show Macqueen in a favourable light; much of the money he had invested in New South Wales proved to have come from other people, and when he ran into financial difficulties he showed a decided reluctance to pay his debts or accept his responsibilities.⁵

The proposal put forward by the syndicate gives every appearance of having been drawn up by Macqueen, and the whole scheme was really so grandiose as to be ridiculous, as even a brief analysis will show. Of the ships that came to the Swan River, the largest carried about 180 persons, so that just the transporting of the 10,000 settlers would have required the chartering of between 60 and 100 sizable merchant ships, which would have to be despatched at intervals of one ship every two or three weeks during the next four years. The gentlemen had not specified whether the livestock and other items were to have come from Britain or from other colonies, but in either case there would have been considerable expenses and logistic problems. The grant of four million acres — an area larger than many English counties — was totally virgin territory, unexplored, with no roads or bridges, and the surveying and allocating of the land would have been a major task in itself. Finally, the gentlemen were being either very trusting or very incautious. The success of the scheme depended entirely on the accuracy of Stirling's assessment of the area, and any sensible person would have waited for more detailed reports before going ahead. The Colonial Office, before it could give its assent to so enormous an undertaking, would have to be certain that the four gentlemen possessed (or could raise) the necessary capital, and that they had the will and ability

to go through with the project. The gentlemen would have been most unrealistic if they had expected a prompt assent to their proposal.

Unfortunately for all, a major misunderstanding arose almost at once. A week or so after sending in the memorial, the members of the syndicate gained the impression that the Government had given its assent. Writing to Twiss on 30 November, Peel remarked that 'in consequence of his [i.e. Twiss's] assurance that the proposal sent in to Sir George Murray by Messrs. Vincent, Macqueen, Peel and Schenley was accepted; the syndicate purchased the ship *Lady Nugent*, of 700 to 800 tons, and were making preparations to despatch 400 emigrants, and engaged the ship's captain to be at Spithead no later than 1 February 1829. A few days later, on 2 December, an incoherent Peel permitted himself

to observe that I have already, through the above assurances, led my constituents into a train of expenses above £20,000, from which we cannot now recede.

If Twiss — as is quite possible — was the sole cause of the misunderstanding, it was an exceptionally bad mistake on his part, and one which was to have serious consequences for many people, particularly Solomon Levey. But Peel may have been equally at fault, since his career shows that he had a considerable capacity for misinterpreting other people's intentions, and furthermore the members of the syndicate were collectively guilty of excessive imprudence if they had gone ahead with the expenditure of £20,000 without obtaining the consent in writing, and without caring to ascertain the conditions under which the Colonial Office would allow them to take up the land.

At this point in the negotiations, Robert Hay, the Permanent Under Secretary, intervened and brought some sense of realism into the affair. Writing to the syndicate on 6 December, he stated the intentions of the Colonial Office in succinct terms:

His Majesty's Government, however, are desirous that the experiment should not be made in the first instance upon a very large scale, on account of the extensive distress which would be occasioned by a failure in any of the objects expected from the undertaking . . .

In addition, the Colonial Office had decided to limit the syndicate's grant to a maximum of one million acres, of which half a million would be allocated when the first shipment of 400 emigrants were landed, and the rest could be claimed by successive importations of capital and settlers under the same conditions that applied to other emigrants. Hay's concession to the syndicate in allowing them half a million acres before they had even left Britain can be seen as an oblique admission of the responsibility that the Colonial Office was taking for allowing the syndicate to believe that their proposal had been accepted, and for their consequent expenditure and preparations.

A few days later Macqueen deserted the syndicate — which shows that his commitment to the others had not been very strong — and the Colonial Office was now left with three men whose capacity to carry on the scheme was in doubt. At about that time, Twiss, before leaving for a holiday in Paris, urged Peel to defer departing from England until the Colonial Office

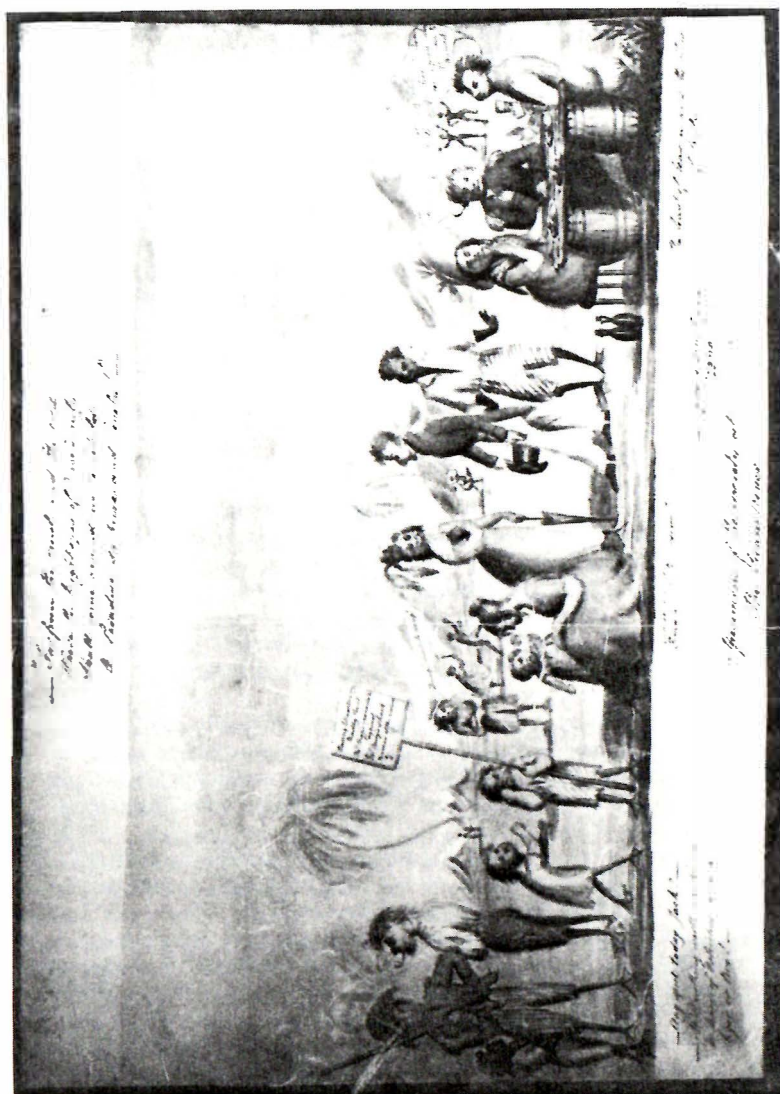
received Stirling's first report from the colony, and Twiss's advice — which was perfectly reasonable — was repeated by other officials during the next few weeks. Peel refused to listen, and the Colonial Office, rather than give an outright refusal, now began changing the conditions and adding limitations, in an obvious attempt to force Peel into abandoning the project. When Vincent and Schenley withdrew, Peel persisted, and the negotiations eventually came to an end late in January 1829. Peel wrote to Twiss on 28 January, stating that he was willing to carry on the project by himself, and Twiss replied on the same day, giving the final conditions. The maximum grant was still one million acres but the initial grant, to be allocated after the arrival of the first shipment of 400 settlers, was reduced to 250,000 acres. On the following day Peel had an interview with Twiss, and asked for an extension of time in which to land his emigrants, and Twiss, who was now careful to put everything in writing, replied on the same day, stating that the tract of 250,000 acres would be reserved for Peel until the 1 November 1829, and given to him if he had landed his 400 settlers by that day.

The events which took place up to the end of January 1829, if somewhat tedious to recapitulate, need to be understood in order to explain what was to happen next. At some time early in the year 1829, Solomon Levey and Thomas Peel came to an agreement and formed a partnership, with the intention of developing Peel's grant of land. The circumstances in which the two men came together, and the nature of the relationship between them, are not known, and may always be the subject of controversy. In brief, the sequence of events was as follows:

- (i) on 29 January 1829 Peel concluded his negotiations with the Colonial Office;
- (ii) on 27 March Levey and Peel came to an agreement — of which no copy is extant — and soon afterwards began distributing handbills for the guidance of potential emigrants;
- (iii) on 27 April the agreement of 27 March was totally abandoned and a new agreement drawn up, by which Peel, who now had no money of his own, was appointed as Levey's agent, on a salary of £1,500 per year, and was to go to the Swan River, where he would take charge of operations;
- (iv) on 18 May Peel, giving his address as Eagle Place, Piccadilly, resumed his correspondence with the Colonial Office, but without informing them of his partnership with Levey.

Several questions of great importance remain unanswered. Firstly, it is not certain how much money Peel possessed, nor is it known how he had lost it. It seems most likely, particularly from his letter of 21 January to Hay, that Peel invested his capital in the scheme and then found, when the others had withdrawn, that he did not have the money to continue by himself, and lost heavily when he was obliged to cancel the voyage of the *Lady Nugent*, and perhaps, as Dame Alexandra Hasluck has suggested, he attempted to regain his money by gambling, succeeding only in losing more money.

The second question is when, where and how Peel and Levey came to



Specimen of the society at the Swan River (c. 1830).
 (From the Small Picture File in the Mitchell Library.)

meet and form their partnership, to which question there is as yet no satisfactory answer. Both Dame Alexandra and Dr. Bergman assumed that when Peel wrote to Twiss on 28 January, he had already met Levey and was proposing to go ahead with the project because he had by then obtained Levey's promise of financial support. Four years later, Levey himself, when corresponding with the Colonial Office, claimed that in the year 1828 he 'was applied to by certain gentlemen' for advice, and that

after certain explanation and understanding given by them, the undersigned wrote the project dated 4 [sic] November 1828, and gave it to those gentlemen, who, with very little alteration, laid it before His Majesty's principal Secretary of State for the Colonies.

After three of the gentlemen had withdrawn, Levey

urged Mr. Thos. Peel to accept on behalf of himself and the undersigned [i.e. Levey] the proposal contained in the letter of the 6 December 1828 which had been declined by the other gentlemen, and consequently Mr. Peel received Sir George Murray's confirmation of that proposal by letter dated 28 January 1829 and on the faith of the terms and conditions contained in that letter the undersigned entered into a Deed of Agreement with Mr. Peel.⁶

In the opinion of the present writer, however, Levey's account is not consistent with other evidence, and there is an alternative explanation which, if true, would explain why Levey had stretched the truth when writing to the Colonial Office in 1833.

The only known contemporary account of the partnership between Levey and Peel is given by William Nairne Clark in 1837. Of all the colonists in Western Australia, Clark was the man who could be expected to have the most knowledge of Peel's affairs, since he was a lawyer and had acted for Peel in a number of court cases. In 1836 he began publishing a newspaper, the *Swan River Guardian*, which he used as a platform for his own radical opinions, and in 1837 he published a series of articles on the founding of the colony. He managed to obtain a copy of the correspondence between Peel and the Colonial Office — the letters had been published as a Parliamentary Paper in 1829 — and the articles show that Clark had a detailed knowledge of Peel's affairs; he knew, for instance, that Peel's salary as Levey's agent was £1,500 per year. Moreover, on one vital question Clark's assertions are supported by independent evidence.

Clark refers twice to the beginning of the partnership. He says that after Macqueen and the others had withdrawn,

a partnership was entered into between [Peel] and Mr. Levi [sic], one of the partners in the firm of Cooper and Levi of Sydney; it being agreed that Levi should find the money necessary for the undertaking, and become an equal partner with Mr. Peel in the immense grant of land, (which he obtained through his cousin's interest) familiarly denominated in London "The Swan River Job" or a provision for my "Country Cousin". All immediately became bustle in Eagle Court, Piccadilly. Men were engaged — goods purchased, and ploughs, harrows, carts, and C. & C. ordered; for all

of which Mr. Levi paid, as his partner; Mr. Peel was then on a visit to the Surrey side of the Thames. By the cash of Mr. Levi, three ships were fitted out for Swan River . . .⁷

In the second reference, he says that after the negotiations with the Colonial Office had broken down,

Mr. Peel obtained an introduction to Mr. Levey through Mr. John Fairweather Harrison, a London merchant, in consequence of which, Mr. Levey entered into the speculation and supplied the necessary funds. For this introduction and the attendant consequences, Mr. Peel bound himself to give Mr. Harrison 10,000 acres of land . . .⁸

The involvement of John Fairweather Harrison in the affair is confirmed by two independent pieces of evidence. The present writer's research has shown that there was then in London a firm of merchants trading under the name of J. F. Harrison and E. G. Coulthard, and the agreement of 27th April 1829 between Levey and Peel was witnessed by Edward Coulthard, of 14 Southampton Buildings, Chancery Lane. Further, among the passengers aboard the *Hooghly* (the second of the three ships chartered by Levey) was a Mr. Stephen Parker, who in September 1830 wrote to the Colonial Secretary about exploring the land in the York district, to the east of the Darling Range. In his letter Parker stated that

I came out to take 5,000 acres of land on Mr. Peel's grant for J. F. Harrison Esq. 28 New Broad Street London that grant was supposed to be on the Swan and Canning River [sic] unfortunately it's not and I have not taking [sic] it up I was to draw stores of Mr. Peel and pay Mr. Peel by drafts at ninety days sight.⁹

The involvement of John Fairweather Harrison is thus proved beyond doubt, but unfortunately Clark's account is defective on one vital point: he does not indicate when Harrison arranged the introduction. The expression 'on a visit to the Surrey side of the Thames' is generally understood to allude to someone who was in debtors' prison. If Clark is to be believed — and there is no reason to disbelieve him — the agreement between Peel and Harrison was a *quid pro quo* arrangement, and it is thus possible that after his letter on 28 January to Twiss, Peel had attempted to carry on by himself, failed, was thrown into debtors' prison, from which he was rescued by Levey, through the introduction arranged by Harrison. This hypothesis is supported by the fact that Levey and Peel did not make their first formal agreement until 27 March, whereas if Levey had been involved as early as 29 January one would expect that he and Peel would not have waited for two months before coming to an agreement. Furthermore, if Levey had rescued Peel from debtors' prison, he is not likely to have wanted to admit the fact to the Colonial Office.

The third question is equally important. Why did Peel and Levey abandon the agreement of 27 March, and draw up a new one on 27 April? Once again, there is no unambiguous answer, but the available evidence suggests very strongly that the first agreement was abandoned because Peel had deceived Levey. The most damning evidence is contained in a letter written by Adam Elmslie, who spent some time in 1829 working for Peel

and Levey in their London office and then stayed with Peel in Western Australia until about September 1830. Writing to Daniel Cooper on 20 September 1830, Elmslie described the total failure of the venture, and of Peel he had the following to say:

Unfortunate are all those who have placed confidence in him — Many duped by his artifices and fair promises lodged money in his hands in England to be received here in cash or stock or stores as might best suit their convenience; very little of which has been got back all the rest is in jeopardy — How infinitely more unfortunate is Mr. Levey in having associated himself with such a man — Better by far that in the early stages of the business, when he found he had been deceived, he had determined upon hazarding the sacrifice of even the whole of the money he had at that period advanced, or become responsible for, than have persisted in a course of which he must then have perceived the danger — However, I admire his motives, which were those of consistency and keeping his word inviolate, I think he was wrong, as no fault could have been charged against him . . .¹⁰

Elmslie does not specify how Peel had deceived Levey. He assumes that Cooper knew and a hint as to the nature of the deception is to be found in a contemporary newspaper. In mid-April 1829 an indignant correspondent complained that, of the land at the Swan River,

nearly 400 square miles . . . has been granted to one gentleman who has no intention of emigrating, but issues printed letters inviting settlers to go out and stating terms of which he is disposed to let his land.¹¹

Now, when this letter was written, on 16 April, the first agreement was still in force, and the anonymous correspondent's complaint indicates that Peel was disposing of land which he did not possess, and to which any claim he had was conditional. Bergman has suggested that Peel deceived Levey by not showing him all of the correspondence with the Colonial Office, so that Levey was unaware of the terms under which Peel had a claim on the land. Bergman's hypothesis is plausible, and is consistent with the chronology of the affair. Levey and Peel began issuing their handbills early in April 1829, based on their first agreement, and there was an immediate flood of complaints to the newspapers and the Colonial Office, and perhaps Peel was then forced to admit that he had been dishonest.

Despite Peel's deception, Levey went ahead with the venture. The two men signed the new agreement and recommenced their advertising, presumably offering different terms to prospective emigrants.

When Levey signed the agreement, now knowing the conditions under which the land had been reserved for Peel, he must have known that swift action was required. The voyage to the Swan River took at least one hundred days, so that the 400 emigrants would have to be despatched by early in July at the latest, which left only two months — May and June — in which to arrange everything. Predictably enough, time ran out. The *Gilmore* did not leave the London docks until 18 July, and preparations for sending the other two ships were not well advanced. A day or so after the

departure of the *Gilmore*, Peel wrote to the Colonial Office and asked for an extension of time for landing his emigrants.¹² Twiss replied on 24 July, stating that Sir George Murray would allow Peel until 30 April 1830 for landing his 400 emigrants, although the first shipload still had to be landed before 1 November. A few days later, at the end of July, Peel left London for Plymouth, where he was to go aboard the *Gilmore*. Mrs. Peel and her three children remained in London, and Peel was accompanied only by his son Frederick.

In his dealings with the Colonial Office, Peel had been fortunate in having the patronage of his famous cousin, but patronage also had its disadvantages. Robert Peel had been bitterly criticised earlier in 1829 over his change of mind on Catholic emancipation, and his critics had joined in the chorus of protest over Thomas Peel's grant, hoping to embarrass the Home Secretary, who eventually felt obliged to make a statement in the House of Commons, refuting the allegations of jobbery and nepotism.

Among the most strident critics of Robert Peel was the editor of the *Morning Journal*, a daily newspaper published in London, and on Friday 31 July 1829 the paper printed an editorial which, while aimed at Robert Peel, is of vital importance in understanding the attitude of the Colonial Office towards Thomas Peel. The Colonial Office did not have any written intimation of the partnership between Peel and Levey until January 1833, when Levey wrote to the Colonial Office, although, from a note which Hay appended to Levey's letter, it is clear that Hay was already aware of Levey's involvement. But we now know that the Colonial Office knew of Levey's involvement even before Peel had left England.

After indulging in the usual abuse of Robert Peel, the editorialist of the *Morning Journal* went on to give a highly exaggerated account of the poor quality of the livestock aboard the *Gilmore*, and likened the *Hooghly* to a slave ship. The important part of the editorial, however, is the following paragraph:

But this is only an item in this nefarious job. Mr. Thomas Peel, the young man of "ample means", was represented and believed to be a person qualified to remove the 400 adults at his own expense. But it turns out that he has not even attempted to do this by his "ample means". The truth is — he has sold or mortgaged the whole of the lands of the grant to a returned convict — a Jew nearly as rich as Sir Masseh of Westbury — and who has made Mr. Thomas his steward and factor over the said estate at a salary of £1,000 a year. It is a notorious fact that this returned convict, who is anxious to locate a few hundred of his honest and liberated brethren in the new colony, is the guarantee for the payment of all the ships stores required by the young man of "ample means". This requires no comment — it is only a proof of the march of the Peels, the march of intellect, and the march of imprudence.

Although Levey is not named, anyone in London who had connections with the Australian colonies would have known that Levey was the person referred to, and the news spread rapidly around London, reaching the Australian colonies early in the following year.¹³ Peel was already

unpopular with the Colonial Office and any remaining goodwill towards him vanished when the officials became aware not only of his arrangement with Levey, but also that he had never told them about it. It is no coincidence that early in August Twiss sent a strongly worded letter to Stirling:

The Governor is not to put Mr. Peel on the Council. If, as is probable, his party shall arrive too late for fulfilment of the conditions on which he received his grant, he will have no claim at all: and even if he arrives in time, I cannot but think that the impetuosity and indiscretion, to use no harsher words, which he has betrayed in his communications with this department, will render him an unsafe member of a body whose deliberations are likely to involve both general and individual interests of great and yearly increasing importance.¹⁴

The editorial remarks about Levey were libellous, and Levey might well have taken the editor to court and obtained damages. He preferred, however, a more gentle approach, and on 23 November the editor printed a handsome apology:

When the subject of the Swan River was under discussion in the newspapers several months ago there appeared an article in this journal of the 31st July, in which the transaction, so far as the Government was concerned, was treated with much asperity, and Mr. Thomas Peel and his connections spoken of with considerable harshness. All this might or might not be right, but it has nothing to do with the object we are now about to notice.

In the article to which we refer, a gentleman of the name of Levey, of the house of Cooper and Levey, of New South Wales, felt himself aggrieved, and considered that certain insinuations and charges were intended by us to be directed against, and applied to him. Of the intention of our informant we were innocent. Mr Levey was unknown to us — and therefore, although legally, we were not morally responsible for accusations which we deemed of too general a nature to be construed as injurious to any individual.

However, as Mr. Levey complains of them, his connection with Mr. Thomas Peel being such that his friends consider them intended to apply to him, we can have no hesitation in doing this gentleman the justice he deserves and demands. We have made enquiries, and find that Mr. Levey stands completely exculpated from any insinuation of the nature of which he ascribes to us. His connections are of the very highest respectability, and there is not the slightest foundation for any charges such as that which secret enemies invented to his prejudice. We have much pleasure in making this frank avowal, and doing justice to a gentleman whose feelings we have unintentionally wounded, and whose character, so far as we can learn, is above reproach.

‘Of the intention of our informant we were innocent’ . . . What lies behind this phrase? Who was the anonymous informant? All that can be said is that the informant was close to both men.

Peel arrived at Plymouth early in August. The *Gilmore*, which had been delayed by unseasonal weather and by a dispute between the captain and the crew, did not come into Plymouth Harbour until 2 August, and was not to leave until a week later. In a last desperate attempt to wring yet another concession out of the Colonial Office, Peel wrote to Sir George Murray on 8 August and claimed that the deadline of 1 November was stipulated only in Twiss's letter of 29 January, 'to which letter I never replied and never assented to be bound by it', and therefore, Peel said, he felt that he only needed to have his emigrants embarked by the end of the year 1829, in accordance with conditions laid down in earlier letters.¹⁵ A furious Twiss replied on 13 August, with a letter that is one of the most important in the whole correspondence, since he recapitulates much of the earlier negotiations and points out that he had urged Peel to delay his departure until the reception of Stirling's first despatch from the colony, and also that if Peel had wished to dissent from the terms offered in the letter of 29 January, he had had plenty of time to do so. Twiss ends his letter on a note of unconcealed dislike and contempt:

All of this has already been fully explained to you by myself at this Office; and I am now directed by Sir George Murray to close a correspondence, which, as he is decidedly of opinion, that it will be improper to make any change in the arrangements with you, can obviously be productive of no advantage.¹⁶

The *Gilmore* arrived at Fremantle on 15 December 1829; her passengers began disembarking at the end of the month and by September 1830 the entire venture had collapsed, with the total loss of all the money that Levey had invested. The collapse and the associated death and suffering provide the most harrowing episode in the history of the European occupation of Western Australia.

What went wrong? There were, of course, external factors over which Peel had no control, principally Daniel Cooper's refusal to have anything to do with the venture, and the consequent non-arrival of stores and provisions from Sydney, all of which is discussed in detail by Dame Alexandra and by Bergman. Besides, late in May 1830 or soon afterwards, Peel had the misfortune to lose the use of his right hand after a shooting accident, and had to learn to write with his left hand. And yet even by the time that Peel had sustained his injury, the venture had almost collapsed, and Cooper's defection and Peel's injury only hastened a catastrophe that was already imminent.

A mere list of the names of the dead and the cause of death is sufficient to convey to the present-day reader the awfulness of human existence during the brief period of time which Levey's emigrants spent at the townsite of Clarence, on the shores of Cockburn Sound about seven miles south of Fremantle.¹⁷ The first recorded death at Clarence occurred on 4 March 1830 and during the next few months colonists of all ages and social classes perished from disease and malnutrition at a rate equalled only during the epidemics of plague that used to strike medieval Europe. In August 1830 Stirling was obliged to intervene; he set many of the people free from their indentures and they left Clarence for the other settled parts

of the colony. By the end of the year the site was almost deserted and in July 1832, when the colony's first census was taken, there were only five persons recorded as living at Clarence.¹⁸ Peel himself left soon afterwards and went to live near the mouth of the Murray River, at the southern extremity of the grant, where he was to spend the rest of his life.

The remainder of the story of Solomon Levey and Thomas Peel needs to be told only in brief outline. The local government had been obliged to lend stores to Peel in 1830, to prevent the settlers under his charge from starving, and when Stirling's action caused the settlement to break up in August 1830, the government took as security for the money owing on the stores the indentures and promissory notes of the people whose passage had been paid by Levey. In August 1832 Stirling departed for England, and before he went he obliged Peel to give the government a mortgage on the land as security for the debt — now standing at £2,560 — which Peel had incurred for the stores. Until then Peel had not communicated with Levey, but now he finally wrote to him, detailing the debt and enclosing a copy of the mortgage.¹⁹ Levey approached the Colonial Office, in an attempt to find out what was happening, and asked to see copies of any correspondence between Peel and the colonial officials. The Colonial Office, however, refused to have anything to do with him, merely saying that all of the arrangements had been made in Peel's name only. Levey then tried to pay the debt by ordering that a cargo, of sufficient value to cover the debt, be sent from Sydney to the Swan River. Once again his agents in Sydney refused to send the cargo and the unfortunate Levey died on 10 October 1833, his death, according to the executors of his will, 'much hastened if not caused by anxiety arising from the said adventure and his losses thereby'.²⁰

Peel subsequently managed to recover the indentures and promissory notes of the servants and then took them to court to recover the passage money, but was also counter-sued for his own non-fulfilment of the terms of the indentures, and by 1839 he was still no closer to paying off the debt. He then wrote to the executors of Levey's estate, asking for help, apparently his first communication since his letter of July 1832 to Levey. But nothing happened, and the debt remained unpaid when Levey's son, John Levey Roberts, came to Western Australia in 1851 and made an agreement with Peel. Some of the land was surrendered to the Crown for paying off the debt and the two men split the remainder, each receiving about 106,000 acres. Roberts later disposed of his share to the Colonisation Assurance Corporation, while Peel remained at Mandurah, where he died in December 1865, aged about 72.

The historical record does not give a flattering or pleasant picture of Peel. Private letters and diaries are unanimous in describing him as wilful, headstrong, presumptuous, incompetent and arrogant. In the present writer's opinion, an objective study of Peel's performance during the negotiations with the Colonial Office does not produce any evidence to suggest that the private criticism is unjustified or unfounded, and his failure to communicate with Levey, the man who had financed the undertaking, is totally unforgiveable. Of Levey, the historical record is

strangely silent, for a man who is so important in Australian history. His career as a merchant can be reconstructed but his personality remains obscure. The major question to be asked is how he could ever have come to associate himself with a man who was obviously lacking in the qualities required for taking charge of a major colonisation scheme.

NOTES

1. The subject of wealth in colonial Australia is discussed by W. D. Rubinstein in two recent papers in *Quadrant*, May 1980, p.36 and the *Push From The Bush*, December 1980, p.23.
2. Alexandra Hasluck, *Thomas Peel of Swan River* (Melbourne, 1965); G. F. J. Bergman and J. S. Levi, *Australian Genesis* (Melbourne, 1974) Chapter 8.
3. Hasluck, p.8.
4. With the exception of one important letter, the correspondence between the syndicate and the Colonial Office is reprinted in *Historical Records of Australia*, Series 3, Volume 6, p.588 ff. The exception is Peel's letter to Hay, dated 21 January 1829, which is to be found at CO 323/157, p.295.
5. Rachel Roxburgh, *Thomas Potter Macqueen of Segenhoe, New South Wales* (Journal of the Royal Australian Historical Society, Volume, 58, Part 3, (September 1972) pp.178-189).
6. CO 18/13, p.258.
7. *Swan River Guardian*, 16.3.1837.
8. *Ibid.* 6.4.1837.
9. Battye Library, inward letters to the Colonial Secretary, Volume 8, page 150.
10. Mitchell Library, A292, Volume 3, page 69.
11. *Times*, 18.4.1829; Hasluck, p.50.
12. CO 18/4, p.321; Hasluck, p.61.
13. *Hobart Colonial Times*, 16.1.1830; Hasluck, p.62.
14. CO 18/3, p.31; Hasluck, p.71.
15. CO 18/4, p.333.
16. CO 397/1, p.208.
17. A complete list of all deaths in the Swan River Colony occurring between June 1829 and July 1832 can be found in Ian Berryman, *A Colony Detailed*, (Perth, 1979), pp.159-164.
18. *Ibid.*, p.73.
19. CO 18/26, p.260.
20. *Ibid.*