

A History of 72 River Street, Taree.

INCLUDING A HISTORY OF EARLY TAREE LAND TRANSACTIONS

of the

Wynter and Flett Families



Researched and Compiled by Norm Lilley
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I acknowledge the traditional custodians of the land on which I live, the Biripi people and pay my respects to all Aboriginal and Torres Strait Islander people who now reside in the Mid-Coast Council area. I extend my respect to elders past and present, and to all future cultural-knowledge holders.

Introduction: This Brief History is designed to tell the story of the property now identified as 72 River Street, Taree. I have attempted to trace the property's ownership from Pre-European times up to the present. The Taree area has a wonderful history. The specific land studied has had many colourful owners over the years. I have included information about the owners as well as documentary evidence supporting my research. I have endeavoured to be as accurate as possible, however, should anyone notice any errors, omissions, or additions, please do not hesitate to let me know.

I must stress that while I have made every effort to be accurate and complete with the research, I am sure that I have missed some information. I may also be incorrect with some interpretations of the information gleaned. Many of the old, original documents I have transcribed are written in faint, old, cursive writing and, on occasions, have been extremely difficult to read and/or interpret. Other people may have additional information that could be included in this research. So rather than this presentation be the "final destination" of the research, I encourage other people to use this as a basis for further fine tuning. If anyone would like to pursue this research further, I am more than happy to provide all of the notes and information I have accumulated as well as a digital copy of this booklet.

My main source of information was the New South Wales Land Registry Service Image Viewer. This is located at <https://nswlrs.com.au> This is an outstanding research tool for anyone researching land transactions in New South Wales from 1788 to the present. The majority of my references in this Research refer to this. Please see at the end of this Research, a brief explanation of how to use this site to view the numerous documents referred to. A further helpful source of information has been the History Section at Taree Library, as well as the Manning Valley Museum at Wingham. Also very valuable is Trove (<https://trove.nla.gov.au>) which was the site at which historic newspaper articles were sourced. Taree Rate Books are also available online and were a valuable resource for my research (<https://midcoaststories.com/taree-rates-books>). Another valuable resource is [Genealogy, Family Trees and Family History Records online - Ancestry.com](https://www.ancestry.com)

Measurements referred to in this research are all in Imperial Measurements, as were used at the time.

Throughout the research included in this project I have indicated the name of the person in possession of the land at that particular time. This may be in complete ownership of the property or under lease of the property from someone else or under mortgage. This is particularly pertinent in the early land transactions as you will see the property changing hands back and forth quite regularly. I hope that you enjoy reading this Brief History of 72 River Street, Taree; My Home.

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Pre-European Settlement: The Indigenous custodians of the Manning Valley, prior to the arrival of the European settlers, were the Biripi People. They occupied an extensive area of the Manning Valley and its tributaries as far west as Gloucester, north to around Nowendoc and east to the coast to about Camden Haven River and south to about Hallidays Point.

The Biripi were part of the Kattang language group with the Dhunghaqtii people to the north and the Worimi and Gringhai to the south and southwest.



The tribal people of the Manning Valley were hunter-gatherers who moved throughout the area following the natural food sources. There are no records of the number of Indigenous people living in the area at the time but the reported sightings by the early settlers was relatively small and the settlers would suggest the number of Indigenous people occupying the valley was relatively small, possibly 800 to 1000 people. John Guilding reported in 1828 that the "Manning River blacks were numerous and considered to be dangerous" having observed some 300 natives along the river above the navigation point. The Aboriginals roamed throughout their tribal areas hunting the native animals and birds, gathering food plants and fishing the streams. The time and direction of their migrations throughout the valley depended upon the availability of food supplies and on the clans social obligations for attendance at ceremonies and initiation. The Aborigines, a proud and independent people living in harmony with their environment, were relegated to the fringe of European culture with their own unique culture being gradually lost. The penetration of European settlement in the valley and the alienation of the land marked the end of the Aboriginal settlement which had existed in a balance with the environment since time immemorial. European settlement had no continuity with the existing Aboriginal culture – it simply replaced it.

It is likely that the name Taree arose from "tareebit" which is the Biripi word for a fig tree common in the area.

1770: European recognition of the Manning Valley dates back to Captain Cook's voyage along the east coast in 1770 when he named the mountain ranges to the north of Taree as South, Middle and North Brother mountains.

1818: John Oxley first explored the Manning Valley in 1818 when he named Harrington on the mouth of the Manning River. Later that same year he named the second Manning River outlet Farquhar Lake, believing it to be lake rather than a river outlet.

The first European settlers and explorers arrived in the Manning Valley in the early 1800's. As they arrived, they observed the lifestyle of the populous Aboriginal people, spread over the entire region, occupying all manner of ecosystems, marine, riverine and inland. The Manning River under-wrote their existence providing seafood and tropical fruits in the rainforests that lined the river.

The Manning was not opened up to the general population too early as it was felt that the penal settlement and gaol at Port Macquarie was too close.

1825: The Australian Agricultural Company, which had been formed in England for the specific purpose of agricultural investment in Australia, asked John Oxley for a recommendation of where they should operate. They accepted his second recommendation - the area north of Port Stephens (a deep harbour). His first had been the Hasting Valley area.

When he was the Surveyor-General of NSW, Oxley ordered Henry Dangar, a surveyor employed by the Company, to examine the area between Port Macquarie and Port Stephens. Dangar went west from the Hunter then north through mountainous country. He found a large stream flowing east, but only followed it until he was about 40 km from the sea, before heading north-east to Port Macquarie. (This was the Manning River.)

1826: Dangar returned again to this river, but this time followed it to the sea at the southern outlet. He assumed that the outlet at Harrington was also the same river. He named it the Manning River after Sir William Manning, the Deputy Governor of the Australian Agricultural Company.

The Company's Estate was now established as going from Port Stephens to the Manning as the northern border and the Gloucester Valley in the west.

1827: Thomas Florance, a government surveyor, mapped the position of the Manning River. During the year two attempts were made to sail into the Manning across the bar at Old Bar and one attempt at Harrington - all failed.

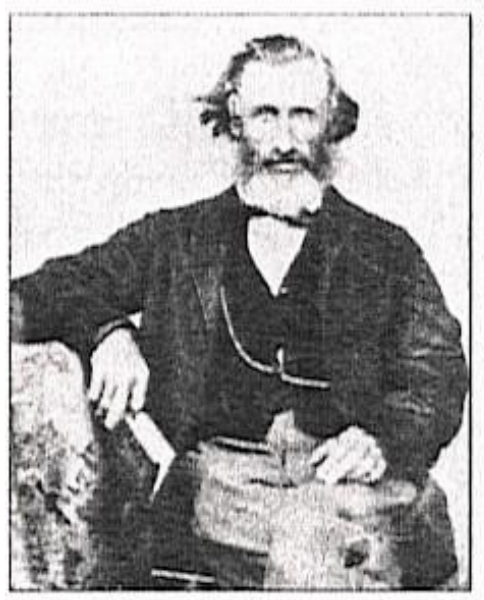
Robert Dawson, the manager of the Company stationed at Port Stephens, sent a party including surveyor John Armstrong to survey north of the Manning. They then surveyed the Manning River up to the mouth of a tributary opposite Dumaresque Island (naming it the Dawson River) and then down the southern branch.

1828: John Guilding took up a Grant near Coopernook in 1828. The supply cedar was prominent in the area at the time. John Guilding was granted an estate where he wanted it. He called it "Mooto" (now called Moto). Guilding had nine men working for him including seven convicts. Guilding lost his estate after mortgage problems and left the district. Another early settler was Arthur Onslo's whose Grant was on a small plain adjacent to the Manning River with the Aboriginal name "Korogait" near the present site of Coroki. This Grant was abandoned shortly after being granted.

1829: William Wynter, his wife Elizabeth (nee Duke) and his three younger children arrived in Sydney from Britain in 1829. William and Elizabeth had five sons and one daughter:

Delamore Wynter (1817-1894)

Thomas Hughenson Wynter (1819-1904)



Mary Stimson Wynter (1820-1890)

William Wynter (1822-1911)

Harold Wynter (c1822-)

Douglas Wynter (-)

William Wynter

Information: William Wynter joined the Royal Navy on April 28th, 1799. In 1807 he was elevated to the rank of Pursor. On October 6th 1814 he married Elizabeth Duke. On May 30th 1828, Wynter was allowed by the Admiralty to migrate to Australia on a number of conditions including the condition that while away from England he not engage in the service of another State or "Foreign Prince". October 14th, 1829, saw the ship "Pyramus" depart London for what was to take six months via Rio de Janeiro arriving in Hobart on April 3rd, 1829. The "Pyramus" left Hobart on April 29th and arrived in Sydney on 9th May 1829. Wynter was listed as "settler".

Wynter had sufficient capital to be eligible for a grant of land. At this stage Wynter's assets appeared to have been One thousand, four hundred and sixty six pounds plus seventy three pounds per annum half-pay. A Land Board Report of 2nd July 1829 noted that William's assets amounted to Two thousand, one hundred and sixteen pounds, sixteen shillings and one penny and this amount was accepted as being correct. The Report went on to say that the Board had no objection to William being granted land, and, which due to the length of his Naval service "will be free of rent forever". Governor Darling's annotation said, "Let him

select four square miles (2,560 acres)". He submitted his application in 1829. To support his application Wynter referred to the considerable time he spent in tropical and warm climates during his naval service and that was one of the reasons for him coming to New South Wales. Further, he stated that he wished to cultivate *"some articles which are not generally available in the colony and which are only adapted to warm climates such as coffee, cotton and tobacco. His original request to settle north of the Manning River was refused on the ground that the area was not open to general settlement even though previous applications had already been approved. He was advised to let his application "lay over for the present", but Wynter, impatient to take up his Grant, went to the Manning River, selected 2,560 acres of land and advised the Surveyor General in a letter of 13 August 1829. See transcript of letter below.*

"The spot I have selected is to the southward of the Dawson River and extends northerly from the bight or bend in the River Manning just above Dumaresq Island. It includes the whole of the neck of land formed by the bend in the river and as much of the adjoining land to northward as will complete the number of acres I am authorised to select."

The land Wynter selected was *"almost exclusively.....alluvial land of the first quality, thickly wooded."* with a small poorly drained treeless flat on the north-east side.

On 17th August 1829 Wynter again sought permission to be allowed to take up his land and again was refused, but, notwithstanding, Wynter accompanied by his family and a number of convicts sailed to the Manning River and several days later took up residence in an abandoned hut on Arthur Onslo's abandoned Grant on a small plain adjacent to the Manning River with the Aboriginal name "Korogait" near the present site of Coroki. Here he stayed until he received permission to take up his own land.

A copy of the historic document now held at the Mitchell Library, Sydney, is recorded on the following page.

"Colonial Secretary's office. Sydney. 1st January 1831. William Wynter, Esq Manning River RETIRED AND HALF-PAY OFFICERS: Sir, The Surveyor General having stated in his report for 1 -5 September 1830. No. 30 259, that in pursuance of the authority given to you by His Excellency the Governor, you have selected two thousand five hundred and sixty acres of land situated in a county unnamed, parish unnamed, on the north bank of the River Manning at a place called Taree, just above the western extremity of Dumaresque Island to include a neck of land bounded by a bend of the river and to extend northerly. And you have entered into a bond that either yourself or your family will reside in possession of the said two thousand five hundred and fifty acres of land, and to retain the same (if it has been surveyed) until His Majesty's pleasure shall be made known on the subject, or until a regular deed of grant shall be made out in your favour. But if the selection you have made be in an unsurveyed part of the country, it will not be possible to determine at present whether there are any prior claims, or other objections to your obtaining the precise spot applied for, or not. It is presumed, however, that there will be a sufficiency of land for all purposes, and the Government will not interfere with your selection if it can be avoided. If the Grant is confirmed, the land is to be held by you in free and common socage on the following conditions: 1. As it has been certified by the Under Secretary of State that you have served as an officer in His Majesty's Naval Service for upwards of twenty years, you will be exempt from all Quit-rent, except one pepper corn for ever. 2. Within seven years from the present date, you must expend in improvements on the land, a sum equal to one-half its value as it may hereafter fixed, by order of His Majesty's Government under the penalty of forfeiting the grant. 3. The land is not alienable, under any pretence whatever, before the expiration of seven years from this date, nor until the sum above stipulated to be laid out in improvements, shall have actually been expended on the said land; and you are not to be put in possession of the Title Deed until the end of that period. The crown will reserve to itself all land within one hundred feet of high water mark on the sea coast, creeks, harbours and inlets, all mines of gold, silver and coals; the right of constructing all roads and bridges, which may be necessary for public works; You must either reside in person on the land, or employ in the immediate charge of it, as your agent or manager, a free man, of approved character and respectability, and either yourself or your family must continue in the colony for seven years from the present date. I have the honour to be, Sir. Your Most Obedient Servant. Alex McLean".

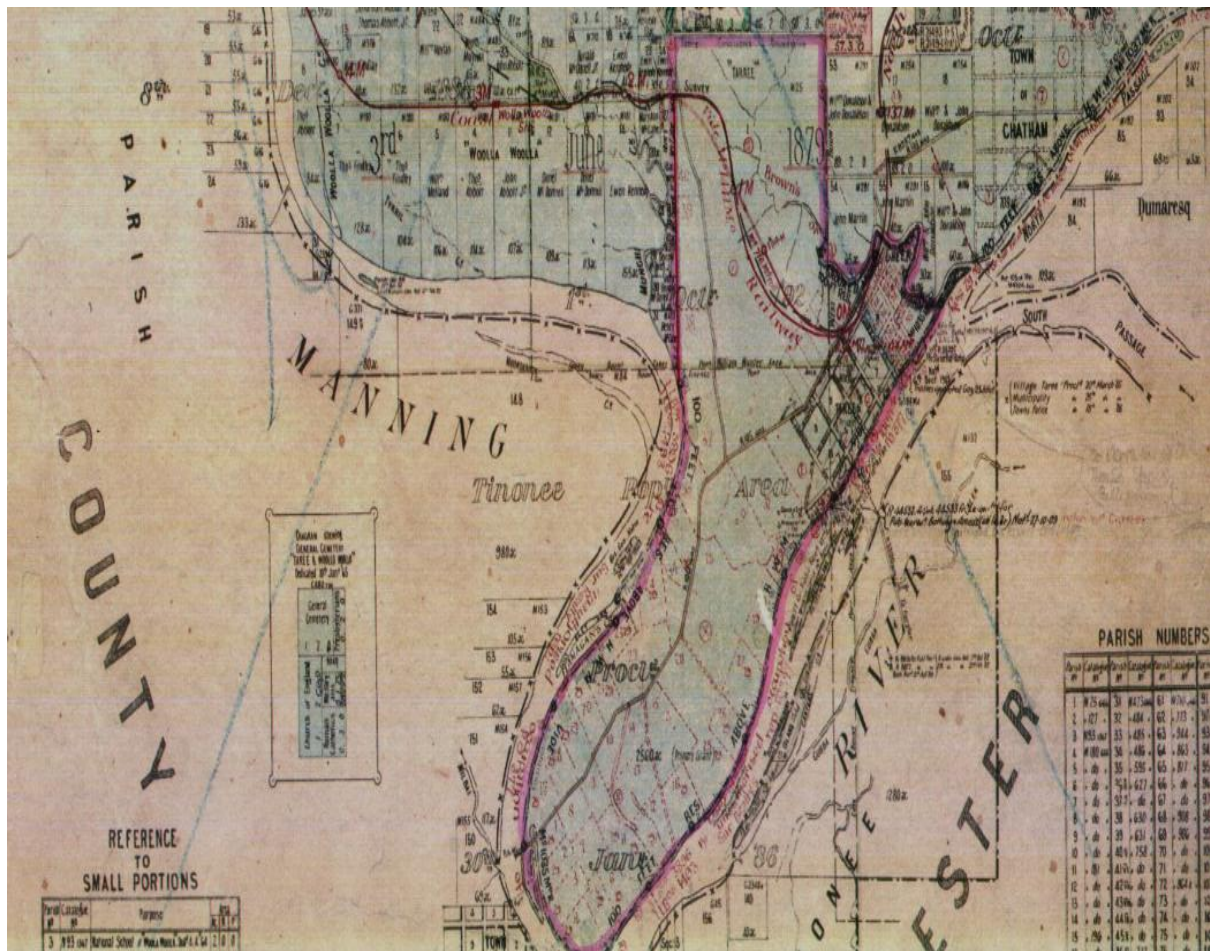
Information: Land Grant:

In recognition of his service in the navy during the Napoleonic Wars, Wynter was granted 2560 acres of land on the North Bank of the Manning River, south of Brownes Creek. Transcript of the Grant appears below. Ref: Serial 58 – Page 240.

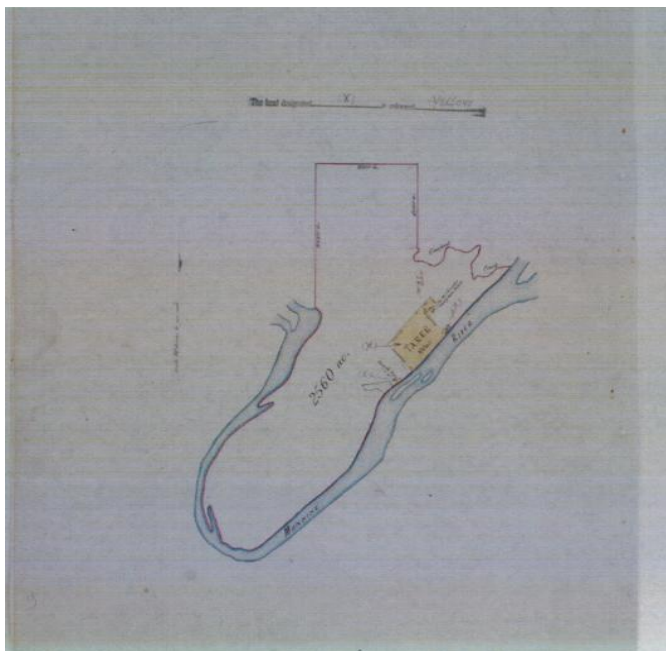
GRANT OF LAND, B.

"To all to whom these presents shall come, Greeting: KNOW YE that in order to promote the due settlement of our territory of New South Wales, and in fulfillment of a promise made on or before the thirteenth Day of July 1829 by His excellency Lieutenant General Sir Ralph Darling as Governor thereof, We of special grace have Granted and in consideration of the Quit-Rent hereinafter Reserved, and of the price of the Redemption of the same, DO HEREBY GRANT unto William Wynter of Tarree, Manning River his heirs and Assigns, SUBJECT to the Reservations and Conditions hereinafter mentioned, all that Piece or Parcel of Land, containing by admeasurement Two Thousand five hundred and sixty Acres of Land, be the same more or less, situate, lying, and being in the County of Macquarie and Parish of on the bank of the Manning River in our Territory of New South Wales, bounded on the South East and the South by the Manning, commencing at the confluence of a small creek called Crooked creek opposite the western extremity of Dumaresque Island also on the West by the River Manning, out a line a line extending North from the apex of an angle of the river one hundred and five chains; on the North by a line East eighty chains; on the East by a line South sixty chains, sixty links to Crooked creek; and by that Creek to the confluence aforesaid being the land promised to the said William Wynter on or before the date above mentioned and of which he was authorised to take possession on 1st January 1831 as a Free grant in consideration of his services as a Naval Officer upwards of twenty years; Being also the Land advertised in his name as No. 130 in the Government Notice Dated 28th March 1839 to be called "Tarree" with all the appurtenances whatsoever; TO HOLD unto the said William Wynter his heirs and Assigns for ever, yielding and paying thereout, yearly, unto US, Our Heirs and Successors, the Quit-Rent or Dum of One Farthing Sterling for ever, from the First day of January One thousand eight hundred and thirty one."

Information: Reservations; As part of the Grant and all future transactions, certain Reserves were placed on the land. *"The Crown will reserve to itself all land within one hundred feet of high water mark on the sea coast, creeks, harbours and inlets, all mines of gold, silver and coals."*



Early map showing Wynter's 2560 acres (area inside red outline)

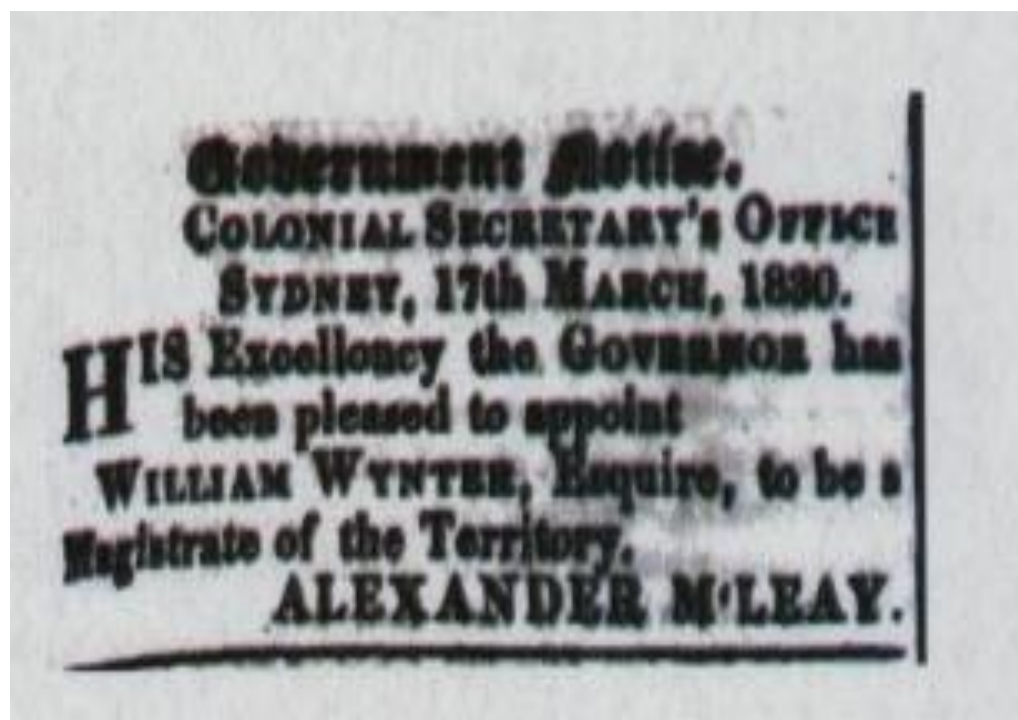


Outline of Wynter's 2560 acres, including area surveyed for township of Taree.

At first the family lived at Cundletown where there was a good wharf. The family later built a home on a high terrace overlooking their land near what is now the TAFE, close to the current location identified as 108 High Street, Taree. The Wynters are believed to have had

a good relationship with the Biripi people. He convinced the then Governor, George Gipps, to proclaim reservations for the natives. After the settlers seized the best land, there was a short period of peaceful co-existence between the newcomers and the Indigenous population. William Wynter enjoyed an amicable relationship with the Biripi, his young son William accompanied them on hunting expeditions, and later became fluent in the Biripi tongue. Wynter's support of the Biripi was evidenced in May 1848 when a Police Magistrate held an enquiry into the killing of an eighty year old Biripi man during a Police raid on an Aboriginal camp (probably somewhere on the south bank of the Manning River). According to a newspaper report during the raid "a little girl was wounded by a shot.....and the police amused themselves by destroying the camp, burning the clothes left behind and killing the puppies". The inquiry was instigated by William Wynter who gave evidence that the dead man, Tombai, had been well known to him and that he was "perfectly helpless and imbecile". Wynter was provided with 3 male and 1 female convicts to assist the family. He planted crops, maize, vegetables, fruit trees and established a vineyard with the aid of convict labour, He also grazed sheep and cattle. By 1833 Wynter had 28 employees, including four cedar cutters, a boat builder and two shipwrights. In 1834 he launched the first ship to be built in the Manning. It was the schooner "*Tarree*", 49 tons, built using local timber. The *Tarree* transported his own cedar and other goods to market. His main objective was to cut out the middleman as two other schooners "*Hope*" and "*Governor Bourke*" were plying to and from the Manning with cedar and mixed cargo.

1830: In 1830, William Wynter is appointed as a Magistrate and travels to Port Macquarie regularly.



1834: On 7th November, William Wynter mortgaged the property to **John Lord** of Sydney, a merchant, for the sum of Five Hundred Pounds to be repaid on 7th February, 1836 at the interest rate of 10 % per annum which is transcribed below. John Lord arrived in the colony with his wife and three children on his own ship the *Marquis of Lansdowne* in 1827. He resided at *Bello Retiro* in Newtown, Sydney. In 1836, 2560 acres in the Upper William's River district promised to Archibald Mosman by Governor Darling on 6th February, 1829 was re-advertised in favour of Sydney merchant John Lord. In 1838, 1280 acres of land promised by Governor Darling to George Mackenzie and John McLean on 1st July 1829 was also re-advertised in favour of John Lord.

Reference: Book G – No. 630. See Appendix 2 for original.

No. 630, (six hundred and thirty) Book G.

Memorial

Date of Instrument: Seventh day of November. In the Year of Our Lord One Thousand Eight Hundred and Thirty four

Nature of Instrument: Indenture of Mortgage by Demise

Names of the Parties: William Wynter of the River Manning in the Colony of N.S.Wales Esquire to John Lord of Sydney Merchant

Names of the Witnesses: W.J. Dowling.

Description of the Lands or Property conveyed: All that parcel of land contg. by measurement 2560 acres more or less situated in the County ofon the North Bank of the River Manning at a place called Tarlie just above the Western extremity of Dumaresq Island including a neck of land bounded by a bend of the river and extending Northerly which said parcel of land granted by the Crown to the sd. W. Wynter his heirs & assigns & posson. Thereof taken by him under the authority of a letter from the Colonial Secretary dated the 1st January 1831 Together with all houses &c

Consideration of how paid: Five hundred pounds of lawful money of Great Britain

Any other Particulars the case may require: To hold the same unto the sd. John Lord his exors. Admors. & assigns for the term of 1000 years proviso for redemption on payment of principal money and interest on the 7th Feby. 1835 at the rate of 10 p. cent p. an.

William Wynter

1839: The Land returns to Wynter's ownership on 9 February, 1839 following the payment of Five Hundred Pounds to John Lord. Reference Book O – Page 260. Transcript below. See Appendix 3 for original.

No. 260 Book O

MEMORIAL

Date of Instrument: 9th. February in the year of our Lord one thousand eight hundred and thirty nine

Nature of Instrument: Indenture of Surrender to Merge

Names of the Parties: John Lord of Sydney in the Colony of New South Wales Merchant to William Wynter of the Manning River in the Colony Esquire

Names of the Witnesses: W.J. Dowling

Description of the Lands or property Conveyed: All that parcel of land containing 2560 acres situate in County of.....on the North bank of the River Manning at a place called Farlie (sic) just above the Wn. extremity of Dumaresq's Island including a neck of land bounded by a bend of the river & extending Northerly Together &c.

Consideration of how paid: Five hundred pounds of lawful money of Great Britain in hand paid

John Lord.

1840's: During the 1830s, the expansion of the pastoral industry and whaling, the spread of land settlement and capital inflows from Britain fuelled rapid growth. In this environment, the existing banks expanded their activities, British banks entered the Australian market and a number of new colonial banks were established.

Economic conditions began to turn in 1840. The wool industry had reached the bounds of profitable expansion onto new land. Severe drought in 1838–1840 necessitated wheat imports and payment for this drained liquidity from the colonies. The British financial crisis of 1839 heightened British investors' sensitivity to declining returns in the colonies, which in turn slowed capital inflow. A slump in land sales, falling prices and incomes culminated in an upsurge of insolvencies that substantially weakened the banks.

The depression of the early 1840s precipitated the first wave of bank failures seen in Australia.

The 1840 Colonial Bank Regulations stipulated simple capital adequacy requirements, some restrictions on bank lending and that all bank notes were to be payable on demand in coin.

The largest bank to fail in 1843 was the Bank of Australia. It was particularly affected by the failure of one large borrower – a milling and merchant firm. Two banks jointly provided a loan to the Bank of Australia enabling it to repay all creditors other than the banks. In the wind-up of the bank, shareholders lost twice the value of their shareholding (requiring shareholders to pay-in funds on top of the loss of their initial capital investment) offset by a portion of the real estate held by the bank.

In NSW, two legislative initiatives did help banks and borrowers withstand the depression. In December 1841, legislation was passed relaxing the treatment of insolvents, permitting debtors with real prospect of ultimately paying to retain and use their property. This gave banks greater scope to restructure non-performing loans. The introduction of wool liens and stock mortgages in 1843 expanded the range of assets banks could take as collateral.

The first savings bank in Australia, the New South Wales Savings Bank, was established in 1819 as a private initiative, although with the Governor's patronage. The bank struggled to attract funds and, in 1832, the Savings Bank of NSW was established in its place.

1843: In May 1843, a run on the Savings Bank of NSW occurred as a result of rumours that the Governor, after examining the bank's securities, had declared them to be worthless.

Financial difficulties continued to plague Wynter during these depressed times and on 27th March, 1840, Wynter is again forced to mortgage his land. On this occasion he borrows Seven Hundred Pounds from Elizabeth Bell. References: Bk R – 489; Bk 42-236 and Ap – 231; Transcript below.

No: 489 Book R

MEMORIAL

Date of Instrument: The twenty seventh and twenty eighth days of March in the Year of Our Lord one thousand eight hundred and forty

Nature of the Instrument: Mortgage in Fee by Lease and Release

Names of the Parties: Between William Wynter of the one part and Elizabeth Bell of the other part

Names of the Witnesses: Jno. Smith Solr.

Description of the Lands or property Conveyed: All that piece or parcel of land containing by admeasurement two thousand five hundred and sixty acres of Land be the same more or less situate lying and being in the County of Macquarie and Parish of.....on the North bank of the Manning River in the Territory of New South Wales bounded on the South east and South by the Manning commencing at the confluence of a Small Creek called Crooked Creek opposite the Western extremity of Dumaesq's Island also on the West by the River Manning and a line extending North from the apex of an angle of the River one hundred and five chains on the North by a line East eighty chains on the East by a line South sixty chains sixty links to Crooked Creek and by that Creek to the confluence aforesaid.

Consideration of how paid: Seven hundred pounds of lawful money of Great Britain in hand well and truly paid.

Any other particulars the case may require: Redeemable on the Twenty eighth day of March one thousand eight hundred and forty three.

Willm. Wynter

Elizabeth Bell lived in Coldstream in the County of Bowich in the United Kingdom, called North Britain. She was the daughter of the late Reverend Doctor James Bell, Minister of the Parish of Coldstream. Coldstream is a town and civil parish in the Scottish Borders area of Scotland.

In 1840 Wynter ran into financial difficulties and borrowed seven hundred pounds from Elizabeth Bell (See Book R No 489 above). He was unable to repay the debt by the due date and Elizabeth Bell foreclosed by order of the Supreme Court in 1844. In 1846 Elizabeth Bell sold the property to Owen McGreal for one thousand pounds, only six months after the sale, Owen McGreal agreed to withdraw from the sale, when Henry Flett made an offer of one thousand one hundred pounds to Elizabeth Bell for the property.

1841: 25th July, William Wynter and his wife, Elizabeth, mortgage the property to **William Wright and George Cooper Turner** for seven hundred pounds. See transcript below.
Reference: Book X, No 66.

No. 66 Book X

Memorial

Date of instrument: 25 & 26 July in the Year of Our Lord one thousand eight hundred and forty one

Nature of Instrument: Mortgage in Fee

Names of the parties: William Wynter and Elizabeth his wife to William Wright and George Cooper Turner

Names of the Witnesses: Jno. Robinson

Description of the Lands or Property conveyed: All that piece or parcel of Land containing by admeasurement 2,560 acres of land be the same more or less situate lying and being in the County of Macquarie and Parish ofon the North bank of the Manning River in the said Territory of New South Wales bounded on the South east and South by the Manning River commencing at the confluence of a small Creek called Crooked Creek opposite the Eastern* extremity of Dumaresque Island also on the West by the River Manning and a line extending North from the Apex at an Angle of the River 105 chains. On the North by a line East 80 chains on the East by a line South 60 Chs. 60 links to Crooked Creek and by that Creek to the confluence aforesaid being the land promised to the said William Wynter on or before the 13th day of July 1829 and which he was authorised to take possession on the 1st day of January 1831. As a Free Grant in consideration of his services as a Naval Officer for upwards of 20 years being also the Land advertised in his name as No. 130 in the Government Notice dated the 28 March 1839. To be called "Taree" And all other the Erections &c.

Consideration and how paid: 700 pounds paid by the said William Wright and George Cooper Turner to the said William Wynter.

Any other particulars the case may require: Proviso foe Redemption on payment of the sum of seven hundred pounds together with Interest thereon at 15 pounds per centum per annum (reducible to 11 pounds per cent. Per. Annm. As therein mentioned) on the 26 July next

Wm. Wynter

Note the inaccurate description in relation to Dumaresque Island. Should be "western extremity" not "eastern"

1842, 21st May, the above mortgage was transferred to **Henry Baker** for the cost of five shillings by Baker to William Wright and George Turner. See transcript below. Ref Book 2, No 909.

No. 909 Book 2

Memorial.

Date of Instrument: 21st May in the year of our Lord one thousand eight hundred and forty two.

Nature of Instrument: Transfer of Mortgage

Names of the Parties: William Wright and George Cooper Turner of the first part Henry Baker of the second part George Cooper Turner and Oswald Bloxsome of the third part.

Names of Witnesses: Thos. Iceton

Description of the lands or Property conveyed: All that piece or parcel of land containing by admeasurement 2560 acres of land be the same more or less situate lying and being in the County of Macquarie and Parish of.....on the north bank of the Manning River in the said Territory of New South Wales bounded on the south east and south by the Manning River commencing at the confluence of a small creek called Crooked Creek opposite the eastern* extremity of Dumaresque Island Also on the west by the River Manning and a line extending north from the apex of an angle of the river 105 chains on the north by a line 80 chains on the east by a line south 60 chains 60 links to Crooked Creek and by that Creek to the confluence aforesaid being the land promised to the said William Wynter on or before the 13 July 19829 and which he was authorised to take possession on the 1st day of January 1831 as a free Grant in consideration of his services as a Naval Officer for upwards of twenty years being also the land advertised in his name as No 130 in the Government Notice dated 28 March 1839 to be called "Tarree" And all other erections and buildings erected and built and now standing and being thereon or on some part thereof

Consideration and how paid: Five shillings paid by the said Henry Baker to the said William Wright and George Cooper Turner.

Any other particulars that the case may require: This is a Transfer of a Mortgage Debt of seven hundred pounds and interest secured by Indentures of Lease and Release dated the 25th and 26th July 1841 made between William Wynter and Elizabeth his wife of the one part and the said William Wright and George Cooper Turner of the other part and on the now memorializing Indenture is endorsed an assignment of the within principal and interest monies powers and authorities by the said Henry Baker to the said George Cooper Turner and Oswald Bloxsome in joint tenancy.

Hen. Baker

**Note the again inaccurate description of the land in relation to Dumaresque Island. Should have been "western extremity of Dumaresque Island" not "Eastern".*

Wynter suffered financial difficulties throughout the early 1840's. He forfeited in paying back his loan to Elizabeth Bell. In October 1843 Elizabeth Bell sued Wynter in The Supreme Court of New South Wales. Below is a copy from the New South Wales Government Gazette dated 24 October 1843.

**In the Supreme Court of New South Wales.
IN EQUITY.**
Elizabeth Bell, Plaintiff,
and
**William Wynter, sued with George Cooper Turner
and Oswald Bloxsome, Defendant.**

TAKE Notice, that unless you, William Wynter,
appear in this Honorable Court, and clear
your contempt, and put in your answer to the Plain-
tiff's Bill, filed against you in this cause, on or before
the fifteenth day of November next, we shall proceed
to a decree *ex parte*.

Yours, &c.,
CARR, ROGERS & OWEN,
Solicitors for the Plaintiff.

To Mr. William Wynter,
the above-named Defendant.
George-street, Sydney, 20th October, 1843. 4189

Information: Henry Flett was born in Caithness, Scotland and arrived in NSW in 1834. Flett received a Crown land grant in 1840 of 820 acres in the Kilwarra parish. On arrival in the colony he worked and farmed with Colonel William Stewart, a former Member of the First Legislative Council and former Lieutenant Governor. At a later time he became the Manager of an estate at the head of the Williams River and later settled at the Manning River. He also acquired the property "Killawarra".

In 1841 he married William Wynter's daughter, Mary Stimpson Wynter. They had 4 sons and 6 daughters.



Elizabeth Catherine Flett 1842-1925

Diana May Flett 1843-1919

Jane Martha Flett 1845-1927

Henry Wynter Flett 1847-1941

Christina May Flett 1850-

Ellen Grace Flett 1852-1937

William Alfred Flett 1855-1855

Florence Anne Flett 1857-1938

Percival William Flett 1859-1931

George Kenneth Flett 1862-1944

Lewis Stimson Flett 1866-1920

In the 1840's, William Wynter retired. As, at that time, women were unable to hold property, the control of Taree estate went to Henry Flett.

1841: In 1841 **Henry Flett** purchased the Taree Estate from his father-in-law (Please reference the following Indenture between Elizabeth Bell to Henry Flett Book 11 Number 472 below). He proceeded to develop the farming land on the property with the introduction of tenant farmers on part of the estate. Flett had a good mental knowledge of farming, a sound judgement of horses and cattle, and a resolute perseverance. With these qualities, he not only made his own way, but became a leader among the landowners of the Manning and the Hastings. Mr Flett was elected Member for the Hastings Electorate in June, 1859, and returned at the next election. Flett used his influence for the improvement of the electorate, especially in the establishment of communication by water, roads and telegraphs over the large district. In the early 1850's he had the property surveyed and laid out as a private town; Taree. He also set aside land for the Church of England. Flett divided the property into tenant farms. He surveyed 100 acres on the north east of the property and laid out the town of Taree to auction it off as a township, hence the establishment of the town of Taree. The ensuing auction of the estate was the biggest auction in the colony to date. However, the estate was seriously in financial deficit.

"And whereas the said vendor (Flett) on the nineteenth day of December now past caused a large portion of the said two thousand five hundred and sixty acres to be exposed to sale by Public Auction in various allotments by Mr Roger Grafton of the Manning River Auctioneers having first laid out the said portion of the said two thousand five hundred and sixty acres in certain sections and subdivisions as a township or village to be called on henceforth by the name of "Taree" with various roads streets and lanes upon and through the same according to a plan produced at the said sale." Reference Book 42 Number 136.

Information; 5th February 1841, Lewis Gordon, of Sydney, was granted 709 acres bordered by the Manning River to the East and the Dawson River to the North. This area is what we now know as Chatham. Gordon's land was adjacent to the 2560 acre Grant to William Wynter which is now the town of Taree. For further information, please see two of my other research studies, "Chatham. A Look At Early Land Transactions" and also "A History of 5 Gregory Close, Taree". Both available from Taree Library, and Cundletown Museum or an electronic copy via request to me at nalilley@bigpond.com

1845: William Wynter passed away in 1845 at the age of 67 years. Elizabeth Wynter lived on until 1869. It was not until 1855 that Wynter's widow, Elizabeth Wynter, applied to the Supreme Court of New South Wales to have Wynter's property granted to her. Copy from the New South Wales Government Gazette dated 30 October, 1855, listed below.

In the Supreme Court of New South Wales.
ECCLESIASTICAL JURISDICTION.
In the goods of William Wynter, late of Tarree,
Manning River, in the Colony of New South
Wales, Paymaster in Her Majesty's Navy,
deceased.
NOTICE is hereby given, that Elizabeth
Wynter, of Tarree aforesaid, in the Colony
aforesaid, the widow of the above-named William
Wynter, intends, after the expiration of fourteen
days from the publication hereof, to apply to the
Supreme Court of New South Wales, in its
Ecclesiastical Jurisdiction, that Letters of Admin-
istration of the goods, chattels, credits, and effects,
of the above-named William Wynter, be granted
to her, as such widow aforesaid.—Dated this
twenty-ninth day of October, A.D. 1855.
MONTAGU CONSETT STEPHEN,
Proctor for the said Elizabeth Wynter,
56, Elizabeth-street, Sydney.
2129 4s. 6d.

1846: 30th June. **Henry Flett**, contracts with Elizabeth Bell for the purchase of the two thousand, five hundred and sixty acres. This is rather a long document and can be found in full as Book 11 Number 472. However, I have summarised the document below.

This indenture made the thirtieth day of June one thousand eight hundred and forty six Between Elizabeth Bell of Coldstream in the County of Bowich in that part of the United kingdom of Great Britain and Ireland called North Britain Spinster and Daughter of the late Reverend Doctor James Bell Minister of the Parish of Coldstream aforesaid deceased of the one part and Henry Flett of Taree on the Manning River in the County of Macquarie in the Colony of New South Wales Gentleman of the other part. Whereas the said Elizabeth Bell is seized of or otherwise well and sufficiently entitled to an Estate of Inheritance in fee simple in possession of and in all that parcel of Land hereinafter described And whereas the said Henry Flett has contracted with the said Elizabeth Bell for the purchase of the said parcel of land with the appurtenances which the said Elizabeth Bell has agreed to sell and convey unto him at or for the price or sum of eleven hundred pounds sterling. Now this Indenture witnesseth that for and in consideration of the sum of one thousand one hundred pounds sterling at the time of the sealing and delivery of these presents in hand paid by the said henry Flett to the said Elizabeth bell the receipt whereof the said Elizabeth Bell doth hereby acknowledge and from the payment of the same and of every part thereof doth acquits, release and discharge the said Henry Flett his heirs executors administrators and assigned by these present She the said Elizabeth Bell hath granted bargained sold assigned aliened released and confirmed and by these present Doth grant bargain sell assign alien release and confirm the release hereby made taking without a preceding LeaseAll that piece or parcel of Land containing by admeasurement Two thousand five hundred and sixty acres of land more or less situate lying and being in the County of Macquarie and Parish of on the North bank of the Manning River..... Together with all and singular the houses out houses edifices buildings barns stables wharves yards quays gardens orchards and improvements whatsoever thereon and on every part thereof.....

Elizabeth Bell

1846, 1st July. Henry Flett mortgages the property back to **Elizabeth Bell**. For full version 21-747

See Book 11 Number 473. A summarised version of this document is below.

This Indenture made the first day of July in the Year of Our Lord one thousand eight hundred and forty six between Henry Flett of Taree on the Manning River in the County of Macquarie in the Territory of New South Wales Gentleman of the one part and Elizabeth Bell.....and presently residing at Coldstream aforesaid of the other part. Whereas by virtue of an Indenture of Release dated the thirtieth day of June one thousand eight hundred and forty six and made between the said Elizabeth Bell of the one part and the said Flett of the other part the inheritance in fee simple in possession of the resediments herein after described stands limited to such uses upon such trusts and in such manner as the said henry Flett shall by any deed or deeds appoint And whereas the said Henry Flett having occasion for the sum of Nine hundred and six pounds have applied to and requested the said Elizabeth Bell to advance and lend him the same which she hath consented and agreed to do upon having the repayment thereof together with interest on Seven hundred and six pounds part thereof in the mean time after the rate of six pounds per centum per annum secured to her by way of Mortgage in a manner hereinafter expressed. And where as it have been made a matter of agreement between the parties hereto that no interest shall be demanded by the said Elizabeth Bell on the sum of two hundred pounds parcel of the said principal sum of Nine hundred and six pounds intended to be hereby secured which said sum of two hundred pounds will become payable by the said Henry Flett on the first day of July one thousand eight hundred and forty eight under and by virtue of these present. And whereas the said Henry Flett being indebted to the said Elizabeth bell in the sum of Two hundred pounds hath handed her in liquidation of the said debt a certain Bill of Exchange dated at Sydney the thirty first day of August 1846 and drawn at sixty days sight by the said Henry Flett and Mary S his wife on Jonathon Ramsay of Devonport in the County of Devon Doctor of Medicine for the sum of two hundred pounds and made payable to the order of Messieurs Thacker and Company of Sydney the Agents and Attorneys of the said Elizabeth bell..... And whereas for the purpose of collaterally securing the principal moneys and interest intended to be hereby assured the said Henry Flett have by Indenture bearing even date herewith mortgaged to the said Elizabeth Bell certain sheep and cattle with the increase thereof the property of him the said Henry Flett. Now this indenture witnesseth that in pursuance and performance of the said agreement and in consideration of the sum of Nine hundred and six pounds of lawful money of Great Britain in hand and truly paid by the said Elizabeth Bell at or immediately before the execution of these presents (the receipt whereof the said Henry Flett doth hereby acknowledge and there from and from every part thereof doth acquit release and forever discharge the said Elizabeth bell her heirs executors and administrators by these presents) He the said henry Flett in pursuance and execution of the power or authority given or reserved to him in and by the said hereinbefore in part recited indenture of the thirtieth day of June one thousand eight hundred and forty six and all of all and every other power or powers authority or authorities in anywise enabling him in that behalf Doth by this present deed or instrument in writing appoint that All that piece or parcel of land

.....Subject nevertheless to the proviso or agreement for redemption of the said hereditaments hereinafter expressed (that is to say) Provided always and it is hereby agreed and declared between and by the parties to these presents that if the Bill of Exchange hereinbefore referred to bearing date the thirty first day of August 1846 and drawn by the said henry Flett and Mary S his wife on the said Jonathon Ramsay at sixty days sight for the sum of two hundred pounds payable to the order of the said Messieurs

Thacker and Company shall be duly paid or in case default shall be made in such payments then if the said Henry Flett his heirs executors or administrators do and shall pay to the said Elizabeth Bell her executors administrators or assigns the said sum of two hundred pounds and all cash charges commissions re exchange and express occasioned by such default in payment as aforesaid and further if the said Henry Flett his heirs executors or administrators do pay to the said Elizabeth Bell her heirs executors administrators or assigns the sum of Nine hundred and six pounds in manner and form following that is to say the sum of two hundred pounds on the first day of July which will be in the year of our Lord one thousand eight hundred and forty nine the further sum of two hundred pounds on the first day of July which will be in the year of our Lord one thousand eight hundred and fifty the further sum of two hundred pounds on the first day of July which will be in the year of our Lord one thousand eight hundred and fifty one and the further sum of one hundred and six pounds on the first day of July in the year of our Lord one thousand eight hundred and fifty two and do in the mean time pay to the said Elizabeth Bell her heirs executors administrators or assigns by equal half yearly payments on the first day of January and first day of July in each year interest after the sale of six pounds per centum per annum on such portion of said principal sum of Nine hundred and six pounds as may from time to time be due and owing.....

1851, 4 April. By this date, Flett had paid to Elizabeth Bell only two hundred pounds, but the principal amount of nine hundred and six pounds had not been paid and was still owing. Bell releases the land back to Flett who mortgages the property to George John Rogers.

Indenture of Release back to Flett see Book 21 Number 738. Summarised copy below.

***This Indenture** made the fourth day of April in the year of our Lord one thousand eight hundred and fifty one between Elizabeth Bell..... and Henry Flett.....Whereas by a certain Indenture of release bearing date on or about the thirtieth day of June one thousand eight hundred and forty six and made between the said Elizabeth Bell of the one part and Henry Flett of the other part. In consideration therein mentioned All that piece or parcel of land and hereditaments hereinafter particularly described were conveyed and assured by the said Elizabeth Bell to the said Henry Flett and his heirs to such uses upon such trusts and in such manner as the said Henry Flett should by any deed or deeds appoint And in default of appointment to the use of Henry Flett his heirs and assigns forever. And whereas by a certain Indenture of Mortgage bearing the date on or about the first day of July one thousand eight hundred and forty six and made or expressed to be made between the said Henry Flett of the one part and the said Elizabeth Bell of the other part for the considerations therein mentioned all the said piece or parcel of lands and hereditaments hereinafter described were conveyed and assured by the said Henry Flett unto and to the use of the said Elizabeth Bell her heirs and assigns for ever subject to a proviso for redemption of the said hereditaments in the now reciting Indenture of Mortgage contained upon payment of a certain Bill of Exchange bearing date the thirty first day of August one thousand eight hundred and forty six drawn by the said Henry Flett and Mary S his wife on one Jonathon Ramsay at sixty days sight for the sum of two hundred pounds and also upon payment of the principal sum of nine hundred and six pounds by the said Henry Flett his heirs executors or administrators to the said Elizabeth Bell her heirs executors administrators or assigns together with interest thereon after the rate on the days and times and in manner mentioned in the proviso for redemption therein contained. Whereas the said Bill of Exchange was duly paid but the said principal sum of nine hundred and six pounds is still due and owing to the said Elizabeth Bell upon the said recited security all interest upon in respect of the same having been duly paid up to the day of the date of these presents as the said Elizabeth Bell doth hereby admit and acknowledge.....The said Elizabeth bell doth hereby admit and acknowledge and from the same and from all claims and demands whatsoever by virtue of the same Indenture release and discharge the said Henry Flett his heirs executors administrators and assigns she the said Elizabeth Bell doth by these presents bargain sell and release and also in consideration of the promises and of the sum of one thousand one hundred pounds so mentioned to have been paid by the said Henry Flett to the said Elizabeth Bell on the execution of the hereinbefore recited Indenture of the thirteenth day of June one thousand eight hundred and forty six she the said Elizabeth Bell doth by these present grant bargain all alien release ratify and confirm unto the said Henry Flett and his heirs all that piece of land.....*

Later, in October 1851 Flett borrows and mortgages to **George John Rogers** for the sum of eight hundred and sixty two pounds. For a full copy of this document see Book 21, Number 747. Summarised copy below.

***This Indenture** made the twenty third day of October in the Year of our Lord one thousand eight hundred and fifty one between Henry Flett of Taree on the Manning River in the County of Macquarie in the Territory of New South Wales Gentleman of the one part and George John Rogers of Sydney in the Colony of New South Wales Solicitor of the other part Whereas by an Indenture of Reconveyance dated the fourth day of April one thousand eight hundred and fifty one and made between Elizabeth Bell herein described of the one part and the said Henry Flett of the other part the hereditaments and premises hereinafter described were released and assured to such uses upon such trusts and in such manners as the said Henry Flett should by any deed or deeds appoint. Whereas the said Henry Flett having occasion for the sum of eight hundred and sixty two pounds have applied to and requested the said George John Rogers to advance and lend him the same which he hath agreed to do upon having the repayment thereof together with interest in the meantime secured by way of mortgage in manner hereinafter expressed And whereas for the purpose of collaterally securing the principal money and interest intended to be hereby assured the said Henry Flett hath by Indenture bearing even date herewith mortgaged to the said George John Rogers certain sheep and cattle with the increase thereof of the property of him the said Henry Flett Now this Indenture witnesseth that in pursuance and performance of the said agreement and in consideration of the sum of eight hundred and sixty two pounds of lawful money of Great Britain in hand well and truly paid by the said George John Rogers at or immediately before the execution of these presents (the receipt whereof the said Henry Flett doth hereby acknowledge and therefrom and from every part thereof doth acquit release and forever discharge the said George John Rogers his heirs executors and administrators by these presents) He the said Henry Flett in pursuance and execution of the power or authority given or reserved to him in and by the said hereinbefore in party recited Indenture of the fourth of April one thousand eight hundred and fifty one and of all and every other power or powers authority or authorities in any wise enabling him in that behalf Doth by this present deed or instrument in writing appoint that All that piece or parcel of land containing be admeasurement two thousand five hundred and sixty acres of land more or less situate lying and being in the County of Macquarie and Parish of on the north bank of the Manning River in the Territory of New South Wales.....called "Tarree" together with all the rights members and appurtenances thereunto belonging shall henceforth go remain and be unto and to the use of the said George John Rogers his heirs and assigns for ever*

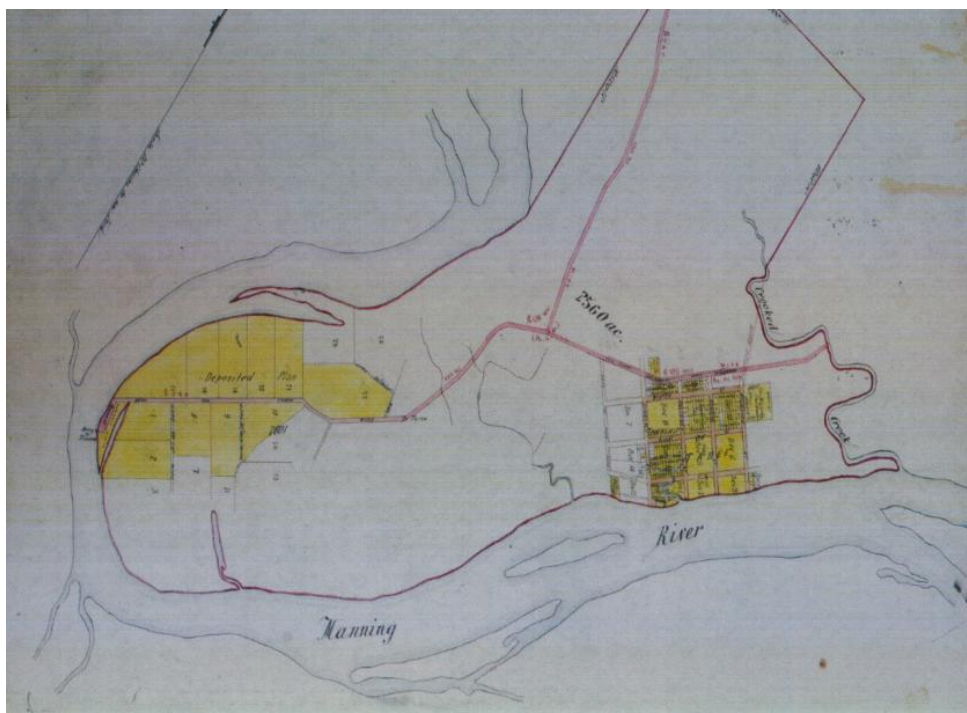
The money borrowed from Rogers by Flett was to be paid by the twenty third day of October 1853. It was to be paid in equal half yearly payments on 23 April and 23 October each year at an interest rate of ten pounds per centum per year.

Information: 1855: One of the earliest of the subdivided lots was sold in 1855 to George Edward Tilney.

Tilney purchased Lot One of Section One for Twenty Pounds and ten shillings. The former Taree Municipal Council Building, now the University of Taree Building is on the site purchased by Tilney. Reference Book 42 Number 136. Summarised transcript below.

".....Whereas the said purchaser being the highest bidder for became the purchaser of lot one section one of the said village or township of Taree at the said sale at or for the price or sum of twenty pounds ten shillings. Note this indenture witnesseth that in consideration of the sum of twenty pounds ten shillings to the said Vendor paid by the said purchaserdoth appoint that all and singular the land and hereditaments hereinafter mentioned or described shall henceforth remain to the use hereinafter declared and further doth grant release convey and confirm unto the said Purchaser and his heirs all that allotment of land described in the second schedule hereunder.....The Second Schedule referred to by the foregoing Indenture all that allotment or parcel of land being Lot One of section One of the said village or township of Taree as delineated on the said plan containing by admeasurement one rood be the same more or less and bounded on the North east by Pulteney Street one chain north westerly from the junction with the manning River thence on the North West by two chains and thirty seven links perpendicular to Pulteney Street along Lot Two to the river and thence on the south west and south east by the river to the point of commencement of the South Eastern extremity of the North east boundary of Lot ten of Section Three where it meets the Manning River as delineated on the said plan....."

Below is an early maps of the 2560 acres as subdivided by Flett including the 100 acres set aside for the township of Taree.



Flett's original subdivision of the land including the 100 acres set aside for the township of Taree

On 12th January 1855, Rogers releases the land back to **Henry Flett**. See Book 36 Number 423 for the full copy of the Indenture. A summarized copy is below.

This Indenture made the twelfth day of January eight hundred and fifty five Between George John Rogers late of Sydney in the Colony of New South Wales but now residing in Europe of the one part and Henry Flett of Taree in the Manning River in the County of Macquarie in the said Colony of the other part Whereas by a certain Indenture of Mortgage bearing the date on or about the twenty third day of October one thousand eight hundred and fifty one and made between the said Henry Flett of the one part and the said George John Rogers of the other part in consideration of eight hundred and sixty two pounds to the said Henry Flett paid at or before the execution of the now reciting Indenture by the said George John Rogers all and singular the land and hereditaments and premises hereinafter described and intended to be hereby released with the appurtenances were appointed granted released and confirmed unto the said George John Rogers his heirs and assigns for ever subject to a proviso for redemption and reconveyance of the same premises on payment by the said Henry Flett his heirs executors administrators or assigns unto George John Rogers his executors administrators or assigns of the said sum of eight hundred and sixty two pounds with Interest for the same at the rate of Ten pounds for every hundred pounds by the year to be reduced eight pounds per centum upon punctual payments at the time in the proportions and the manner therein mentioned and appointed for payments thereof And whereas there is now due and owing by the said Henry Flett to the said George John Rogers upon and by virtue of the said recited Mortgage the sum of eight hundred and sixty two pounds all interest having been paid up to the date hereof and the said Henry Flett is desirous of paying off the said sum of eight hundred and sixty two pounds and that the said land hereditaments and promises with the appurtenances by the said recited Indenture of Mortgage of the twenty third day of October one thousand eight hundred and fifty one assured unto the said George John Rogers his heirs and assigns shall be reconveyed to the uses and in manners hereinafter mentioned Now this Indenture witnesseth that for effectuating the said desire and in consideration of the said sum of eight hundred and sixty two pounds of lawful British money to the said George John Rogers at or immediately before the sealing and delivery of these presents paid by the said Henry Flett (the receipt of which said sum of Eight hundred and sixty two pounds He the said George John Rogers doth hereby acknowledge and of and from the same and every part thereof doth acquit release and discharge the said Henry Flett his heirs executors and administrators and assign forever by these presents. He the said George John Rogers Doth release and convey unto the said Henry Flett and his heirs All that piece or parcel of land.....

1855: On 4th August 1855 Elizabeth Wynter enters an agreement with her son-in-law **Henry Flett**. Reference Book 39 Number 40. Summarized transcript below.

This Indenture made the fourth day of August in the year of our Lord one thousand eight hundred and fifty five between Elizabeth Wynter of Taree in the Manning River in the Colony of New South Wales Widow of William Wynter deceased of the one part and Henry Flett of Taree aforesaid Esquire of the other part. Whereas by an Indenture bearing date the twelfth day of January in the year of our Lord one thousand eight hundred and fifty five between George John Rogers of the one part and the said Henry Flett of the other part All those the land and hereditaments hereinafter described were limited and assured to such uses upon such trusts and for such ends intents and purposes as the said Henry Flett shall by any deed or deeds or by his last Will and testament direct limit or appoint And whereas the said land and hereditaments are subject to a claim by the said Elizabeth Wynter shall release her said claim to dower on Henry Flett covenanting in the manner hereinafter contained to give and to allow her during her life an annuity of thirty pounds with liberty to occupy the house she now lives in with the garden and Curtilage and appurtenances thereto the same forming portion of the said Two thousand five hundred and sixty acres. Now this Indenture Witnesseth that in consideration of the promises and in consideration of the covenant hereinafter contained on the part of the said Henry Flett his heirs executors and administrators to be performed and observed the said Elizabeth Wynter doth hereby bargain sell remise and release unto the said Henry Flett or his heirs all that piece or parcel of land containing by admeasurement two thousand five hundred and sixty acres of land more or less situate lying and being in the County of Macquarie..... That he the said Henry Flett his heirs executors administrators and assigns shall and will well and truly pay or cause to be paid unto the said Elizabeth Wynter her assigns for and during the term of her natural life a clear annuity or annual sum of thirty pounds by equal and quarterly payments of seven pounds ten shillings each on the first days of the months January April July and October in every year and the first of each quarterly payments be made on the first day of April next and further that the said Henry Flett his heirs and assigns shall and will at all times permit and suffer the said Elizabeth Wynter for and during the said term of her natural life to have occupy possess and enjoy the house Garden Curtilage and appurtenances thereto now in the said Elizabeth Wynters occupation for her own use forever free from any hinderance interruption or disturbance of from or by the said Henry Flett his heirs or assigns or any person persons lawfully or equitably claiming or entitled from under or in trust for him or them.

16 November 1858, Flett again enters a Mortgage agreement, this time with **Thomas Coutts** for the sum of Seven Hundred Pounds. However, this Mortgage excludes the 100 acres Flett has set aside for the township of Taree. Reference Book 58, Number 417. Summarized transcript below.

This Indenture made the sixteenth day of November in the year of our Lord one thousand eight hundred and fifty eight between Henry Flett of the Manning River in the Colony of New South Wales Esquire (hereinafter designated Mortgagor) of the one part and Thomas Coutts of Sydney in the Colony aforesaid Esquire (hereinafter designated Mortgagee).....And whereas the Mortgagor have applied to and requested the said Mortgagee to lend and advance to him the sum of Seven Hundred Pounds.....all that piece or parcel of land containing by admeasurement Two Thousand five hundred and sixty acres more or less.....(excepting and reserving out of the said land and hereditaments herewithfore granted and released a portion thereof laid out in allotments and streets by the said Henry Flett as the village or township called Tarree containing One hundred Acres and bounded on the North East by Street Commencing at its junction with the Manning River and extending North Westerly sixteen and a half chains or thereabouts to Albert Street. On the North West by Albert Street On the South West by other part of the said Two thousand five hundred and sixty acres and on the South East by the Manning to the point of commencement the lines of Albert Street and the Manning River to extend South Westerly to include the said One hundred acres and no further.....

1859, Flett is elected to the New South Wales Legislative Assembly for Hastings where he served until his defeat in 1864. He was also appointed Lieutenant-Governor.

1861, 30 April, 1861, Flett pays the Seven Hundred Pounds to Coutts and the land is released back to him. Reference Book 72 Number 398 Summarized transcript below.

This indenture endorsed an Indenture of Mortgage made between Henry Flett of the one part and Thomas Coutts of the other part and registered as No. 417 Book 58 made the thirtieth day of April in the Year of our Lord One thousand eight hundred and sixty one between the within named Thomas Coutts of the one part and the within named Henry Flett of the other part witnesseth that in consideration of the sum of seven hundred pounds by the said Henry Flett paid to the said Thomas Coutts upon the execution hereof the receipt whereof and that all interest on the within mentioned principal sum has been duly paid to the said Thomas Coutts doth hereby acknowledge.....

Flett immediately mortgages the property again. On 1st May 1861. He mortgages the property to **Matthew Henry Stephen and William Wright** for one thousand pounds. Reference Book 72 Number 400. Summarized transcript below.

This Indenture made the first day of May in the year of Our Lord one thousand eight hundred and sixty one between Henry Flett of Taree Manning River within the colony of New South Wales Esquire Member of Parliament hereafter designated Mortgager of the one part and Matthew Henry Stephen of Sydney in the Colony aforesaid Esquire and William Wright of Hunters Hill near Sydney aforesaid Esquire hereinafter designated Mortgagees of the other part.....And whereas the said Mortgagees have at the request of the same Mortgager agreed to advance be in the sum of One thousand pounds at interest for three years at the rate of eight pounds per centum per annum upon having repayment thereof secured by a Mortgage of the said land and hereditaments hereinafter described in the manner herein after mentioned.....all that land containing by admeasurement two thousand five hundred and sixty acres.....excepting and reserving out of the said land and hereditaments hereinbefore granted and released a portion there of land and in allotments and streets by the said Henry Flett as the village or township of Tarree containing one hundred acres.....Provided always that the said Mortgager his heirs executors administrators or assigns shall pay or cause to be paid to the said Mortgagees or one of their or his executors administrators or assigns at or in the present Court House King Street Sydney between the hours of twelve and one o'clock in the day time the full sum of one thousand pounds on the first day of May which will be in the year one thousand eight hundred and sixty four the interest thereon in the meantime at the rate of eight pounds per centum per annum by equal half yearly payments each on the first day of May and the first day of November in each and every year during the said term of three years the first of such payments to be made on the first day of November next ensuing the date hereof.....

1862, 23rd December 1862, Flett borrows and mortgages Five thousand Pounds to the Trustees of the Savings Bank of New South Wales. Reference Book 82 Number 527. Summarized transcript below.

This Indenture made the twenty third day of December in the year of our Lord one thousand eight hundred and sixty two Between Henry Flett of the Manning River in the Colony of New South Wales Esquire hereinafter designated Mortgager of the one part and the Trustees of the Savings Bank of New South Wales of the other part. Whereas the hereditaments hereinafter described now stand limited to such uses as the as the said Mortgager shall by deed or will appoint and in default of any subject to every such appointment To the use of the said Mortgager his heirs and assigns forever And whereas the said mortgager hath applied to and requested the said Trustees of the Savings Bank to lend him the sum of five thousand pounds which they have agreed to do on having the repayment thereof with interest secured in manner hereinafter mentioned.....doth hereby appoint that the lands and hereditaments hereinafter described with the appurtenances shall henceforth to remain and be onto the Trustees of the Savings Bank of New South Wales.....All that piece or parcel of land containing Two thousand five hundred and sixty acres.....excepting and reserving out the said land and hereditaments hereinbefore granted and released a portion there of set laid out in allotments and streets by the said Henry Flett as the village or township of Tarree containing one hundred acres.....

On 30th December 1862 Flett makes payment to Stephen and Wright the sum of one thousand pounds. Subsequently the Land is Released to him, but immediately Mortgaged to the Trustees of the Savings bank of New South Wales (see above)

Reference Book 81- No. 247. Summarized transcript below.

This Indenture.....between Henry Flett of the one part and Matthew Henry Stephen and William Wright of the other part and sequestered as No. 400 Book 72.....witnesseth that in consideration of the sum of one thousand pounds by the said Henry Flett paid to the said Matthew Henry Stephen and William Wright upon the execution hereof the receipt whereof is hereby acknowledged. They the said Matthew Henry Stephen and William Wright do and each of these doth grant bargain sell align and release unto the said Henry Flett and his heirs All these the land and hereditaments particularly described in the within Indenture.....

1864, 5th November 1864, the land is back in the ownership of **Henry Flett**. Reference Volume 8 Folio 230. This Indenture also references the area set aside for the Church of England purposes. Full transcript of document copied below.

Henry Flett of Taree Manning River in the Colony of New South Wales Esquire is now the Proprietor of an Estate in Fee Simple Subject nevertheless to the reservations if any contained in the Grant hereinafter referred to and also subject to such encumbrances liens and interests as are notified herein in That piece of land situated at the junction of the Crooked Creek with the Manning River County of Macquarie and colony aforesaid containing two thousand five hundred and sixty acres or thereabouts Reserving out of the said land the Township of Taree containing one hundred acres or thereabouts being bounded on the North East by Macquarie Street on the North West by Wy6nter Street on the South West by Commerce Street and on the South East by the Manning River. Also reserving one acre two roods and thirty six perches alienated for Church of England purposes and Allotments one, two and part of three of original section Four of the said township and which said land is shown on the Plan herein and there as edged red and together with the excepted portions comprise the whole of Two Thousand five hundred and sixty acres delineated in the Public Map of the said County deposited in the Office of the Surveyor General originally granted to William Wynter by Crown Grant dated the twenty ninth day of June one thousand eight hundred and thirty nine.

1866, Major flooding from the Manning River occurs causing severe damage in and around Taree.

1867, The Electoral Roll of 1867 records H. Flett residing at "Taree House", Taree.

1870, The Electoral Roll of 1870 records Henry Flett, Freehold, residing at “Taree House”, Taree.

1873, 9th July, 1873, Henry Flett mortgages the land (with exceptions previously mentioned) to Chapman Bonner Bond of Sydney.

1876, 2nd February, 1876, Discharge of aforementioned Mortgage

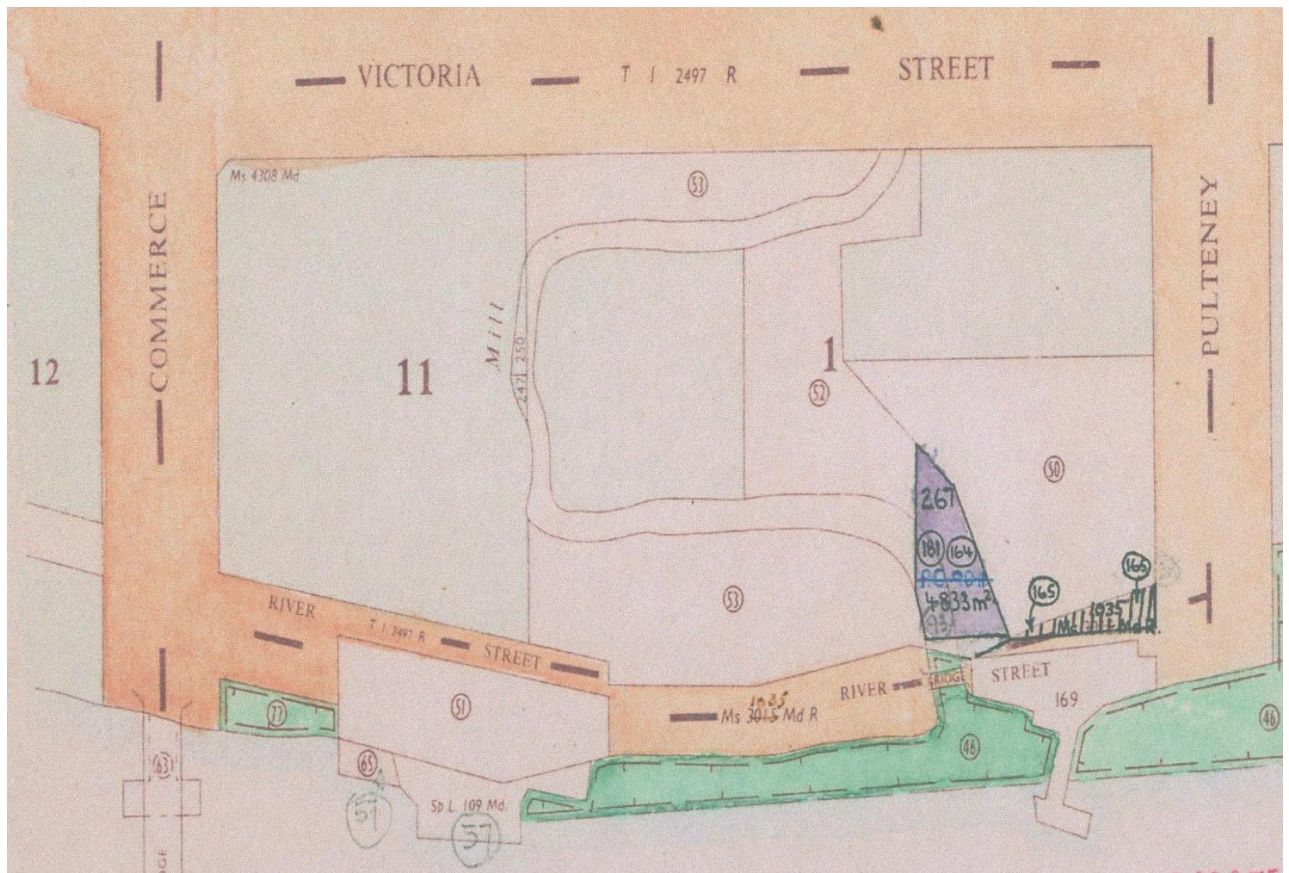
1877, 8th November, 1877 Henry Flett died. After living in Sydney for some time, Flett had returned to Taree where he passed away. Flett also established the area’s cemetery. The cemetery consisting of 2.2 acres was designated by Henry Flett as a cemetery for the use by family members, the families of early settlers and tenant farmers and their descendants free of charge. His request has been honoured by the Flett Family down the years. The graves of Henry Flett, Mary Flett (his wife) and Elizabeth Wynter (William Wynter’s wife) are located in this cemetery.

Now we can take a closer look at the particular piece of land now identified as 72 River Street, Taree.

25th June 1880, Ownership of the land passes to “*Mary Stimpson Flett of Sydney, Widow, Delamore Wynter, Chemist, and Henry Wynter Flett, Grazier both of Taree are now the registered proprietors of the land within described in pursuance of the above application produced 25 June 1880 entered 28th August 1880 at 12 o’clock noon.*” This was subject to the payment of debts and funeral and testamentary expenses.

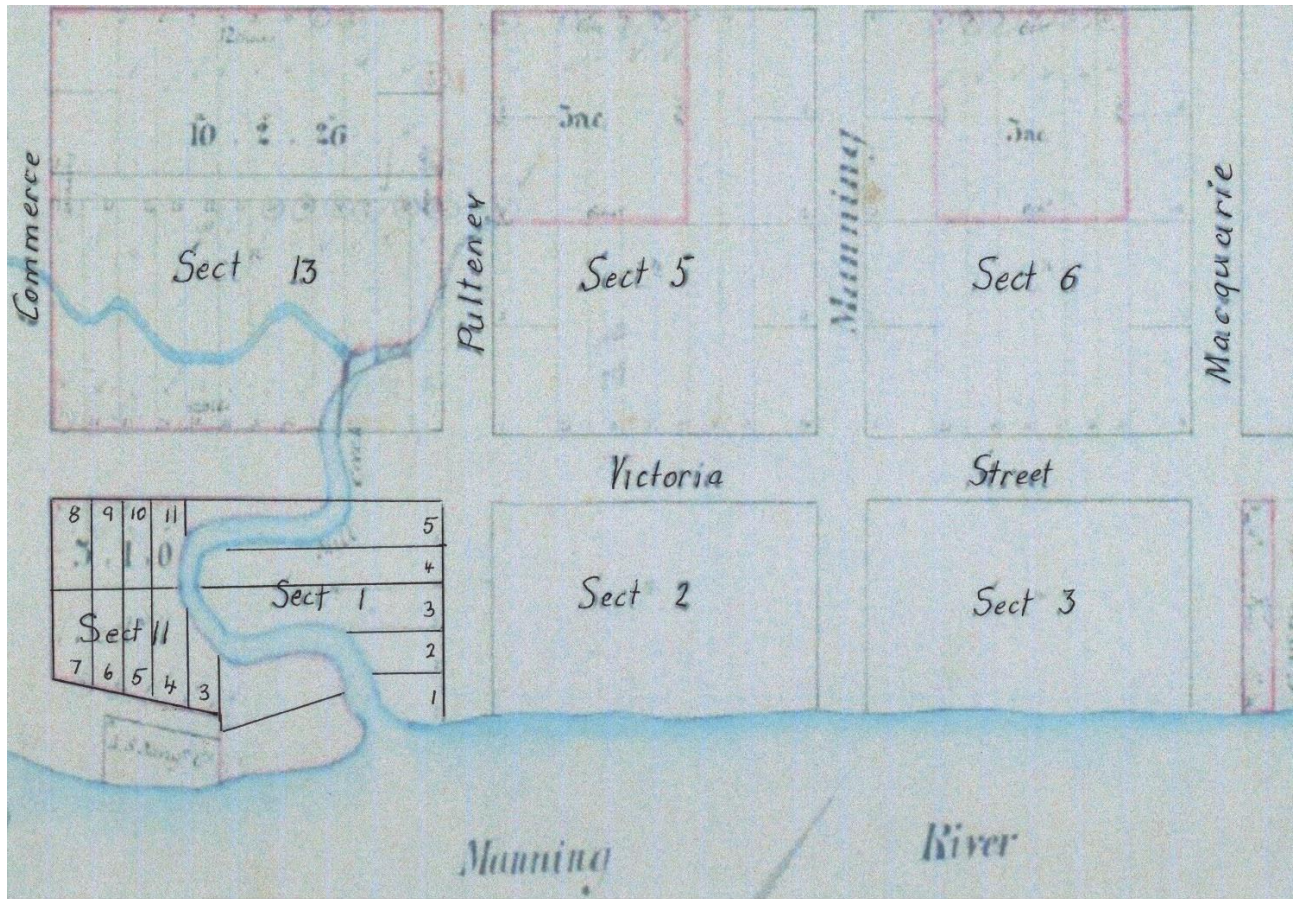
Of interest to this research is, in particular, related to Lot 4, Section 11. See Vol 458, Folio 103, in part included below:

Mary Stimpson Flett, Widow, Delamore Wynter, Chemist, and Mary Wynter Flett, Grazier are now the proprietors of an estate in fee simpleAlso in that there piece of land situated as aforesaid containing one rood or thereabouts commencing on the North Western side of a road at the easternmost corner of Lot five and bounded there on the south east by that road bearing North easterly to Lot Three on the North East by that lot bearing North Westerly to Mill Creek again on the North east by that creek bearing North westerly to Lot Eleven on the North West by that Lot bearing South Westerly to Lot Five aforesaid and on the South West by that Lot bearing South easterly two chains forty one links to the point of commencement being Lot Four of Section Eleven of said town.”



Early Plan showing Section Eleven as owned by Mary Stimpson Wynter, Delamore Wynter and Mary Wynter Flett.

Section 11, shown in the plan above, is now subdivided into nine lots. Of interest to this study is Lot 4.



Plan of Flett's subdivision of Taree. In particular, Section 11.

21st June 1880, Mary Stimpson Flett, Delamore Wynter and Henry Wynter Flett mortgage the land to the Bank of New South Wales.

14th September 1880. Mortgage is Discharged

17th September 1880 Mary Stimpson Flett, Delamore Wynter and Henry Wynter Flett mortgage the land to George Osborne of Loxlowe and Alexander Stuart of Sydney Esquires.

Several lots are sold during the next couple of decades throughout the property and town of Taree. The larger Sections are subdivided into smaller Lots.

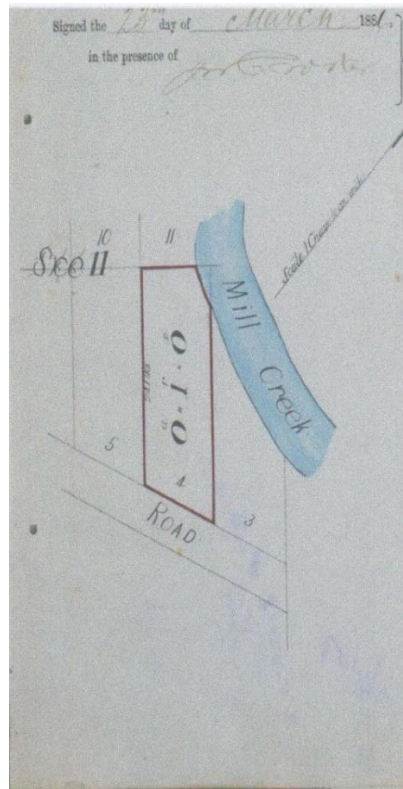


Early Plan showing the Sections subdivided into smaller Lots. Lot 4, the subject of this research, in red.

On **23 March 1886**, Mary Stimpson Flett, Delamore Wynter and Henry Wynter sell Lot 4, Section 11, the Lot later to be identified, in part, as 72 River Street, Taree, is sold to Elizabeth Hamilton, wife of Robert Hamilton. See Vol 782 Folio 199, in part included below:

Elizabeth Hamilton wife of Robert Hamilton of Taree Manning River , Confectioner Transferee under Instrument of Transfer from Mary Stimpson Flett, Delamere Wynter and Henry Wynter Flett Numbered 104326 is now the proprietor of an estate in fee simple subject nevertheless to the reservations and conditions if any contained in the grant hereinafter referred to and also subject to such incumbrances liens and interests as are ratified hereon in That piece of Land situated in the town and Parish of Taree and County of Macquarie containing One Rood or thereabouts commencing on the North Western side of a road at the easternmost corner of lot five and bounded thence on the South east by that road bearing North easterly to lot three in the North East by that Lot bearing North Westerly to Mill Creek again in the North East by that Creek bearing North Westerly to Lot eleven on the North West by that Lot bearing south westerly to Lot Five aforesaid and in the south west by that Lot bearing south easterly two chains forty one links to the point of commencement as shown in the place herein and therein edged red being Lot four of Section Eleven of the said town and part of the two thousand five hundred and sixty acres delineated in the public map of the said County deposited in the Office of the Surveyor General originally granted to William Wynter by Crown Grant dated the twenty ninth day of June one thousand eight hundred and thirty nine.

Elizabeth married Robert Hamilton. Robert died 4 October, 1889. The following year, Elizabeth married James Brimstone. James died 10 May 1892. In 1893 she married Andrew Freeman.



Lot 4 was occupied in 1886-1890 by Mrs Hamilton.

In 1894 Taree Council rates Books indicate that both Lots 3 and 4 were now owned by Mrs Elizabeth Freeman and following her death, her husband, Andrew. Freeman owned the Lots until 1916. Throughout this time lot 3 was occupied by W. H. Brown. Lot 4 was occupied by various people including:

- 1896 – Mrs Tilney
- 1897 – Mrs Oakes
- 1898 – W. McGuire
- 1899 – R. S Gannon
- 1900 – W.H. Taylor
- 1901 to 1905 – A Freeman
- 1906 – S.R. Whitbread
- 1907 – Mrs Rattan
- 1908 – Albert Edward Wratten
- 1909 to 1915 – A Freeman

The following announcements were printed in the *Manning River Times* and the *Wingham Chronicle* on Saturday 8 April 1905.

MRS ANDREW FREEMAN.

It is with regret that we learn of the demise Of Mrs Andrew Freeman, which occurred at her summer residence, Blackheath, Blue Mountains, at 10 o'clock on Tuesday night last. The deceased was an old identity of Taree having resided here for about 25 years— but during the past year or two had spent the summer months in her recently-purchased residence at Blackheath, returning to Taree when the cooler weather set in.

The late Mrs Freeman was a native of Glasgow, Scotland, and was between 60 and 70 years of age. She was thrice married, viz., to the late Mr. Robert. Hamilton, the late Mr. James Brimstone (father of Mr. Wm. Brimstone, Taree, and Mr. Jas. Brimstone, Dumaresque Island), and Mr. Andrew Freeman, who survives her, and who has a family of sons and daughters by a former marriage. Deceased had no children, we understand, but adopted a daughter. She possessed considerable property, including 13 houses in Taree.

The remains, we believe, are to be brought To the Manning, for internment in the cemetery At Taree Estate

Death of Mrs. Andrew Freeman

— Word was received at Taree on Wednesday, of the death of Mrs. Andrew freeman, at Mount Victoria, Blue Mountains. The late Mrs. Free man was thrice married. She was a native of Scotland, and came to the Manning with her husband, the late Mr. Hamilton, some 18 years ago, for nearly the whole period of which she resided at Taree.

On Mr. Hamilton's decease she married the late Mr. Brimstone, and, on his demise, Mr. Andrew Freeman, who survives her. For some years past she has resided in the house just above the North Coast Co's. wharf, in River Lane, in the summer seeking the cooler air of Mt. Victoria, for change. It was on her annual visit to that resort that she died. During her residence in Taree she acquired a good deal of house and land property in the town.

Following Elizabeth Freeman's death in 1905, her land holdings were transferred via Probate to her husband Andrew Freeman. Included below are two Notices of probate for Elizabeth Freeman:

In the Supreme Court of New South Wales.

PBOBATE JURISDICTION.

In the will of Elizabeth Freeman, late of Taree, Manning River, in the State of New South Wales, married woman, deceased.

NOTICE is hereby given that all creditors and of lier persons Having any debt or claim upon or affecting the estate of Elizabeth Freeman, the abovenamed deceased, who died on or about the 4th day of April, 1905, and probate of which will was granted by the Supreme Court of New South Wales, in its Probate Jurisdiction, on the 2nd day of August, 3905, to Andrew Freeman, of Taree aforesaid, one of the executors named in the said will, are hereby required to send in particulars of their claims to the said Andrew Freeman, or to the under signed Lewis Ormsby Martin, proctor for the said executor, on or before the 25th day of November next, at the expiration of which time the said Andrew Freeman will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard to the debts and claims of which he shall then have had notice; and the said Andrew Freeman will not be liable, for the assets so distributed, to any person of whose debt or claim he shall not have had notice at the time of such distribution.

—Dated this 2nd day of October, 1905.

*LEWIS ORMSBY MARTIN,
Proctor for the said Executor,
Taree.*

In the Supreme Court of
New South Wales.
Probate Jurisdiction.
In the Will of ELIZABETH FREEMAN, late of Taree,
Manning River, in the State of New South
Wales, Married Woman, deceased.
NOTICE is hereby given that all creditors and
other persons having any debt or claim upon
or affecting the Estate of Elizabeth Freeman,
the above-named deceased, who died on or about the
fourth day of April, 1905, and Probate of whose Will
was granted by the Supreme Court of New South
Wales in its Probate Jurisdiction on the second day
of August, 1905, to Andrew Freeman, of Taree,
aforesaid, one of the Executors named in the said
Will, are hereby required to send in particulars of
their claims to the said Andrew freeman, or to the
undersigned, Lewis Ormsby Martin, Proctor for the
said Executor, on or before the twenty-fifth day of
November next, at the expiration of which time the
Said Andrew
Freeman will proceed to distribute the
assets of the said deceased among the persons entitled
thereto, having regard to the debts and claims of
which he shall then have had notice. And the said
Andrew Freeman will not be liable for the assets so
distributed to any person of whose debt or claim he
shall not have had notice at the time of such
distribution.
Dated this 2nd day of October, 1905.
LEWIS ORMSBY MARTIN,
Proctor for the said Executor,
Taree.

An interesting aside from Elizabeth Freeman's death is that she died in Blackheath 4 April 1905. She was buried at Blackheath Cemetery. However, following her husband, Andrew freeman's death her body was exhumed on 6 December 1919 and reinterred at the Taree Estate Cemetery with Mr freeman.

Taree Council Valuation Records show that in 1886, Lots 3 and 4 were valued at £23.8.0 with annual rates being £1.0.4. The properties were increased in value the following year to £26 with Rates increasing to £1.3.5. These values remained the same until 1890 when value dropped to £20.16.0 and Rates £0.18.8. Value again dropped in 1893 when it was valued at £18.4.0 with rates being £0.16.4.

Taree Council Valuation Records show that in 1900 Lot 4 was valued at £18.4.0 and Rates for that year were £0.16.4. Lot 3 was valued a little higher at £20.16.0 with Rates being £0.18.0. These valuations remained the same until 1908 when Lot 3 was valued at £30 with Rates being £18.15.0, while Lot 4 was valued at £45 with rates of £16.12.0.

Lots 3 and 4 were sold to John Cause in **1916**. John was born 8th February 1850. John was the son of George and Mary Anne Cause. He was born circa 1850. On 4th May 1881 he married Charlotte Emerton, (26/06/1860-5/12/1939) the daughter of Stephen and Mary Anne Emerton. Lots 3 and 4 were sold to Cause 11th January 1916. See Vol 212, Folio 181.

John and Charlotte had five children: Charlotte May (1879), Stephen John (1883), Walter Henry (1886), Clarence William (1888) and Gertrude May (1891).

In the 1932 Rates Books, Lot 4 is identified as 72 River Street, Taree, for the first time.

John Cause passed away 2 July 1926 (NSW Death Certificate 3734) and the ownership of the property/s transferred to his wife, Charlotte. This is reflected in the Rates Books 1929 to 1941. Charlotte passed away in 1939 (NSW Death certificate 27382) and the Land transferred to their eldest son, Stephen John Cause who sold Lot 4 in 1941. Stephen lived at 109 Victoria Street, Taree. When Stephen John Cause was born on 7 November 1883, in Taree, New South Wales, Australia, his father, John Cause, was 33 and his mother, Charlotte Emerton, was 23. He married Mary Bain Lewis on 10 October 1906. They were the parents of at least 4 sons. He died on 17 September 1958, at the age of 75, and is buried in the Dawson River Cemetery, Taree.

Below is Probate Notice of John Cause dated 14 July, 1926.

IN THE SUPREME COURT OF NEW SOUTH WALES.— PROBATE JURISDICTION.— In the Will of John Cause late of Taree, Manning River, in the State of New South Wales, retired farmer, deceased Application will be made after fourteen days from the publication hereof that Probate of the last will of the above named deceased may be granted to STEPHEN JOHN CAUSE, the Executor in the said will named. And all notices may be served at the office of the undersigned, and all persons having any claims against the estate of the said deceased are hereby re quired to send notice thereof to the applicant care of the undersigned within such fourteen days, L. O. MARTIN & SON, Proctors for .the Executor, Masonic Hall, Taree.
--

A further Probate Notice for John Cause , entered below, was published on 8 December 1926

IN THE SUPREME COURT OF NEW
SOUTH WALES.— PROBATE JURISDICTION—

In the Will of JOHN CAUSE

late of Taree, Manning River,
in the State of New South Wales, re
tired farmer, deceased. Pursuant to
the Wills, Probate and Administration
Act, 1898, and the Testator's Family
Maintenance and Guardianship of
Infants Act, 1916, and the Trustee Act,
1925, Notice is hereby given that
every creditor or other person having
any claim against the Estate of John Cause,
the abovenamed deceased,
who died on the second day of July,
1926, and Probate of whose will was
on the 13th day of August, 1926,
granted by the Supreme Court of
New South Wales in its Probate Juris
diction to STEPHEN JOHN CAUSE,
the sole Executor in the said will
named, is hereby required to send in
particulars of such claim to the said
Executor, in care of the undersigned,
on or before the 20th day of January,
1927, at the expiration of which time
the said Executor will proceed to dis
tribute the assets of tile said deceas
ed amongst the persons entitled
thereto, having regard only to the
claims of which he shall then have
notice, and Notice is hereby given
that the Executor aforesaid will not
be liable for the assets or any part
thereof so distributed to any person
of whose, claim he shall not have had
notice at the time of such distribution.

Dated this third day of December, 1926.

L. O. MARTIN & SON,
Proctors for Executor, Masonic Hall,
Taree.
Connell's Ltd.

NSW Electoral Rolls showed the following occupants at 72 River Street, Taree:

1931 Elsie May Cause, Charlotte Cause, Harold Gozzett Cause, Amy Lilian Armitage and Herbert Armitage.

1934 Elsie May Cause, Charlotte Cause, Harold Gozzett Cause, Amy Lilian Armitage and Herbert Armitage.

1935 Elsie May Cause, Harold Gozzett Cause and Charlotte Cause

On **6th March 1941** Stephen Cause sold Lot 4, Section 11 to Mary Jane O'Neill, wife of Herbert Thomas O'Neill. Herbert Thomas O'Neill (known as Herb) was the second youngest of twelve children of Patrick O'Neill & Elizabeth Lulham. He was born in Bulahdelah on 22 Jan 1875. He married Mary Jane Thompson at Wauchope NSW in 1899. Mary Jane was born on 15 Apr 1879 in Lismore, one of John Thompson and Mary Woodward's children. She died in 1971.



Herbert and Mary O'Neill

Herb and Mary lived in Wingham for some years, where Herb was the licensee of the Australia Hotel. In 1908 he was awarded a contract for the conveyance of mail between Taree and Port Macquarie (*The Port Macquarie News and Hastings River Advocate*, Sat 02 May 1908). Two months later he leased the Australia Hotel in Wingham, as described in *The Gloucester Advocate*, Sat 4 Jul 1908: "Mr. Wm. Fotheringham has leased the premises and good-will of the Australian Hotel, Wingham, to Mr. Herbert O'Neill, who will take possession early this month."

The O'Neills owned Lot 4 until at least 1951 and Lot 3 til 1948/49. The Unimproved Value of Lot 4 in 1941 was £99 and the Improved Value was £300. In 1941 to 1948 Lot 3 is occupied by Arthur John Barber. NSW Electoral Rolls showed the following residents at 72 River Street, Taree: **1943** Elsie May Cook, Frederick Augustin Cook till at least 1951

Elsie May Perkins was born in Hobart, Tasmania. In 1909 she married Frederick Augustin Cook. Frederick was born 22 September 1880. They had eleven children: Dorothy May, Augustus Benjamin, Kendrick Frederick, George Thomas, Edna, Justina Ellen, Margaret June, Robert Justin, William James, Frederick Joseph and David. Elsie died 17 January 1973 and is buried at the Dawson River Cemetery, Taree.

In **1948** Lots 1, 2 and 3 were resumed by Taree Municipal Council for recreational purposes. This became what is now known as Fotheringham Park. NSW Government Gazette, included below the attached map, dated 3 September 1948 read in part:

Acquisition of Land

APPLICATION by the Council of the Municipality of Taree having being made that the land described in the Schedule hereto be appropriated or resumed for the purpose of providing grounds for public recreation. IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council and by the Minister for Public Works, that so much of the said land is hereby appropriated and so much of the said land is private property is here resumed under Division 1 of Part Y of the Public Works Act 1912 for the purpose aforesaid AND the Minister for Public Works hereby further notifies the said land is vested in the Council of the Municipality of Taree.

Dated at Sydney, this 25th day of August, 1948.

J. Northcott, G

Governor.

J.J. Cahill, Minister for Public Works.

Schedule:And also, all that piece or parcel of land situate as afore said, being lots 1, 2 and 3, section 11, of the private town of Taree exclusively of that part of the said lots 1 and 2 dedicated as a public road by notification in the Government Gazette of 25th September, 1925,—having an area of 2 roods 31 perches or thereabouts, and said to be in the possession of Arthur John Barber and the estate of P. Nielsen.



Plan showing the area proclaimed Fotheringham Park



1949 Elsie May Cook, Frederick Augustin Cook, Robert Justin Cook, Frederick Joseph Cook, William James Cook

1953 Robert Laurence

19 November 1959, the O'Neill's sell Lot 4 to George Maxfield North

In the late 1960's the block was subdivided into smaller lots, each with a distinct D.P. number. 72 River Street, the topic of this research was identified as Lot 15, D.P. number 525013. 74 River Street became Lot 2, D.P. Number 605218.

The sublots behind 72 River Street were sold separately. Lot 11 became known as 254 and Victoria Street, whilst the lot behind this, is now identified as 252 Victoria Street. Recorded owners of Lot 11 are:

Henry Flett

22 April 1871 Delamore Wynter

26 September 1884 Janet Wynter, wife of Delamore Wynter with Power of Attorney

16 August 1900 Grace Foster, wife of Thomas Foster of Taree, Baker

25 July 1923 Thomas Oswald Foster of Kempsey, Cordial Maker

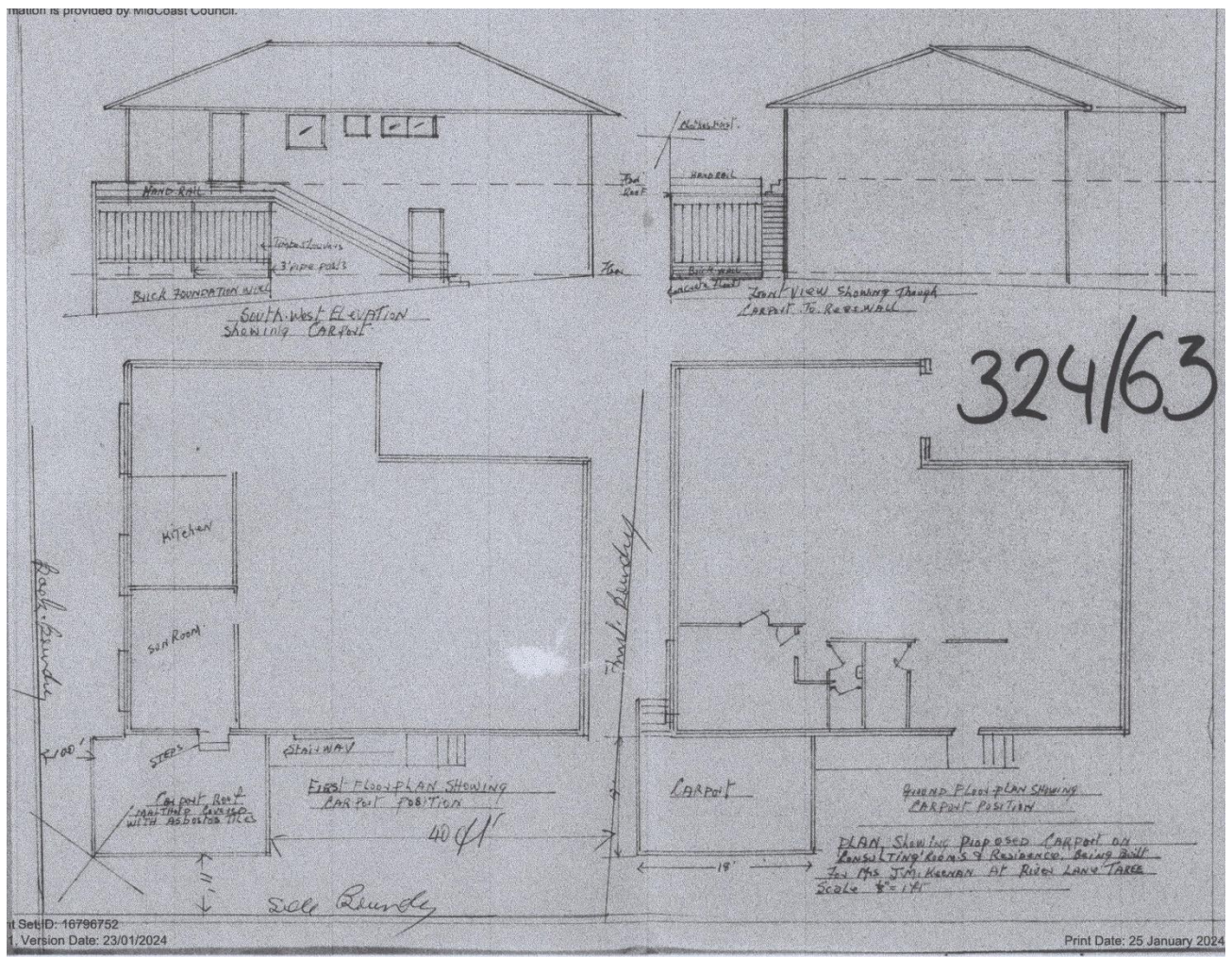
26 October 1943 Frederick Charles Metz.

254 Victoria Street is now a Dental Clinic. The dental Clinic and house immediately behind it was built by Frederick Charles and Marjorie Metz who purchased the lots in 1943. The Metz family lived in the original cottage on the site of the now Dental clinic. The dental Surgery was first occupied by David Buckley and Vic Neal. Fred had a Furniture shop in Manning Street, Taree, before studying to become a Dental Mechanic in later years. Fred worked in the laboratory making dentures. In 1976 Peter Feldbusch and Ian Jeffree moved to Taree and bought the building and business. The Metz's sold the house in the late 1980's to Mrs Bulley.

5 April, 1963 George Maxwell North sells Lot 4, known as 72 River Street, to Jean Margaret Keenan. Her husband is Arthur Keenan. Arthur was a chiropractor. I am assuming that the old cottage on 72 River Street would have been demolished some time prior to 1963 when the current home was constructed.

Prior to purchasing and constructing the home at 72 River Street, the Keenans lived at Lot 51 Bahtoo Pde, Taree. They purchased this property in June 1960 and sold it 12 May 1964.

In the latter half of 1963 construction of the current building was commenced by Mrs Keenan. She built the house currently identified as 72 River Street, Taree, the subject of this research.



1963 Plan of the house.

On 22nd November 1963 she submitted a request and plan to Taree Council to add a carport to the plans currently being built of the house.

BUILDING APPLICATION

Local Government Act 1919 (Ordinance 71)

Date 22.4.11/63

No. 324/63

THE CLERK,

MUNICIPALITY
~~SHIRE~~

of Lance

Sir,-

I, the undersigned, hereby make application for the approval of the Council to plans and specifications (two copies supplied herewith) of a building which I propose to erect and complete within twelve months from date of approval.

Particulars are as follows:-

Class of Building Car Port
Please state whether detached, semi-detached, dwelling, shop and dwelling, garage, studio, addition, or as the case may be.

State whether new or second-hand materials are to be used

Location of Building

Portion Lot 45 Section Street or road New Lane Estate

Town or locality Lance Area 2 ares Frontage 66 Depth 130

NAME OF OWNER Mr. J. M. Kynan Address Timber 21 Lance

NAME OF BUILDER J. P. Smyth Address 9 Ballingall Lane

SUMMARY OF SPECIFICATION

Note: Sizes must be given.

Number and particulars of all rooms and outhouses

Foundation Concrete No. of Stories 1 Damp Proof Course Material alume
Material of Outer Walls brick Partition Walls Material of Roofs-Main timber
Roofs-Subsidiary Verandah Floor Joists
Ceiling Joists Sx 2 Wall Plates 6x3 Rafters Bearers
Corner Studs 4x6 Post Other Studs Height of Rooms, floor to ceiling 8'

Proposed Method of Ventilation

Proposed Method of Lighting

Proposed Method of Drainage

Is Sewer Available? X

Particulars of Closet Accommodation

Is Bathroom or Laundry Detached?

(Closet must be strictly in accordance with Local Government Ordinance 44.)

Strike out any of the following not included in Cost of Building:- Stove, Bath, Copper, Tubs, Water Supply, Sewerage, Lighting, Fencing.

Total Value of Buildings £ 200 1 1

Cost of Fencing £ 1 1 Value of Allotment £ 1 1

Height and Description of Fencing

Note:-Block Plan, showing Building and all Outhouses must be shown on next leaf.

Applicant to state whether builder, owner or architect

Signature of Applicant J. P. Smyth

NOTE-The form below this line is for the use of Council only.

REPORT on Application

Assessment No. 3163

Application No. 23/59

Fees:-No. 23/59 Amount £1

Paid on 25/11/63

Building Surveyor or Vice-Chairman of Committee

Dealt with by Council 29.11.1 1963 Result Approved

Plans and Specifications returned on 19 to

Also in 1963, Mrs Keenan applied to the council to “erect consulting rooms” to the property. (D.P Plan 1774) This would be the rooms later occupied by Dr Baker and currently occupied by the Accountant and current owner of the building, Mr Luke Weeks.

At a later stage, perhaps in the 1970's, the current sunroom and larger balcony was added above the carport.

The Bakers lived in the upstairs apartment and he operated his surgery from the downstairs offices. He was an Ear, Nose and Throat Doctor.



1960's to early 1970's Dr Baker, consulted from the rooms below the building.

Also in the 1960's Lot 4 was further subdivided to allow for a second dwelling to be constructed This dwelling is now identified as 74 River Street, Taree, D.P. No.605218. It was built by Callie Yarad's brother and wife John and Colleen Yarad. The property is still owned by Colleen Yarad.

1970's – 1980's Dr Ian Cran, a surgeon occupied the premises. When he retired, Dr David Simons, also a surgeon took his place.

1971 to 1988 Callie John Yarad, Patricia Rae Yarad.

Callile Abraham Yarad and his son Michael Callile 'Mick' having bought the stock of Bulmer's Store, established a permanent business in Taree. Over 85 years later, Yarads is now being run by the family's fourth generation.

In 1933 Callile and Mick established C. A. Yarad & Son's drapery business in Taree. Mick purchased the business in 1936 and began trading as Yarads. Disaster struck in October 1940 when fire swept through the store destroying the stock and building. To start again Mick partnered with his brother Dr Fred Yarad to erect a modern brick building consisting of three shops fronting Pulteney Street and a family residence upstairs. Yarads opened in one of the shops and the others were let out.

In 1956 Mick's sons John and Bruce took over the business. Started by the late John Yarad, Yarad's Menswear has become an institution within both the Taree and Forster regions.

Patricia passed away in April 2013. Below is a copy of her funeral notice:

YARAD, Patricia "Rae".
Late of River Street, Taree and formerly of
Rae Yarads Little Shop.
Passed away suddenly
at home on Saturday
6th of April 2013.

Aged 81 years

Beloved wife of John. Much loved mother of Jo-Anne, Tracey & Phillip. Devoted grandmother of Benjamin, Ashleigh & Paul.
A very special lady
in the lives of her extended family and friends.

RAE'S Funeral Service will be held at Saint Johns Anglican Church, Victoria Street, Taree, commencing at 12.00 noon on Wednesday (April 10, 2013), prior to her private cremation. Donations in lieu of flowers to Breast Cancer Research would be warmly appreciated.

Becker Family Funerals
FDA of NSW
31 York Street, Taree

3 October 2019 the property of Callie and Patricia Yarrad was transferred to their estate and administered by their family.

7 May 2021 The Estate of Callie and Patricia Yarad sold the property for \$615,000 to Mr Luke Weeks. Mr Weeks operates an Accountancy practise from the downstairs office and rents out the upstairs apartment and the downstairs flat separately.

Since Mr Week's ownership of the property, the upstairs apartment has been privately leased to families and individuals. It is currently leased by me, Norman Lilley, since September 2023. There is also a self contained two bedroom flat under the main building, currently privately leased.



Current plan and photo of 72 River Street, Taree.