

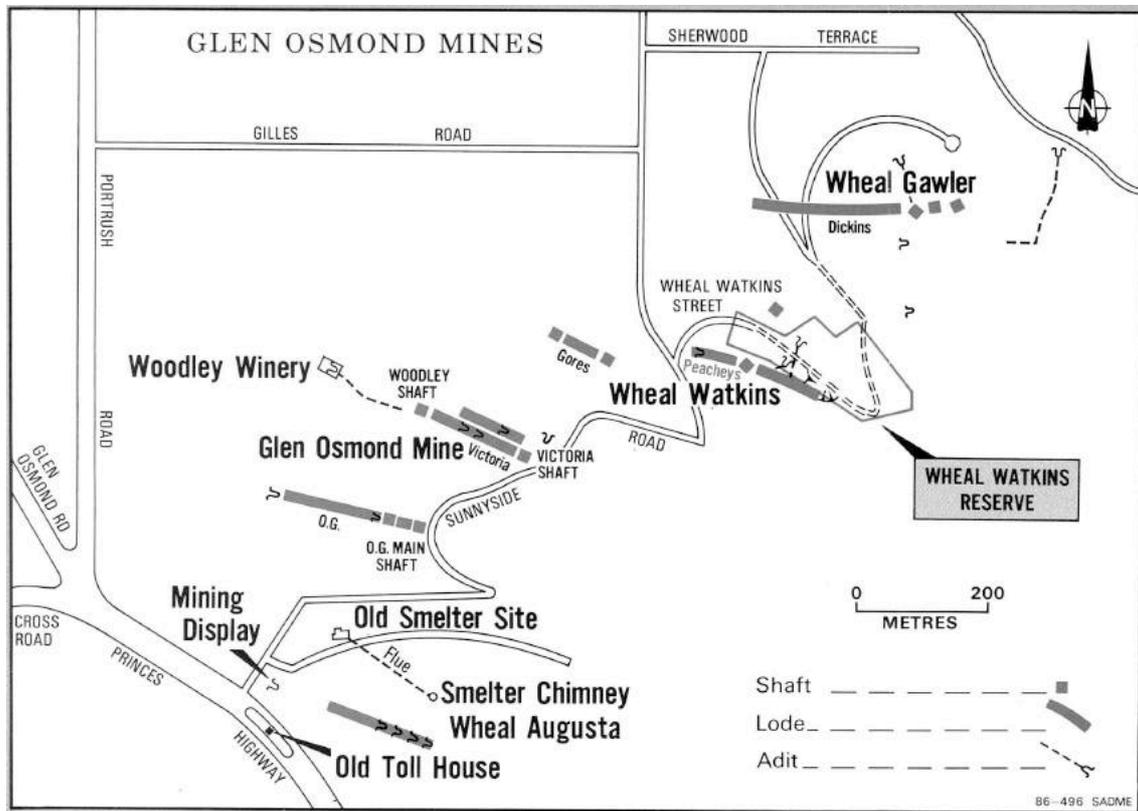
Gilles v. the Glen Osmond Union Mining Company: Anatomy of a lease dispute

By ROSS A. BOTH

The Glen Osmond Mine was one of a group of silver-lead mines (collectively referred to as the Glen Osmond mines) that commenced operations in the early 1840s in the foothills of the Mount Lofty Ranges near Adelaide. As previously described in this journal, these were possibly the first metalliferous mines in Australia.¹ Although not of major importance in terms of ore production, they represented the start of the 1840s mining boom that was to rescue the economy of the new colony of South Australia from the verge of bankruptcy.

The initial discovery of silver-lead ore in the Glen Osmond area was made in 1838 on property belonging to Osmond Gilles, but no serious attempt to develop the Glen Osmond Mine was made until September 1842. Wheal Gawler opened in 1841 and Wheal Watkins in 1843 (Fig. 1).² Osmond Gilles' brother Lewis came from Tasmania in 1844 to direct operations of the Glen Osmond Mine and the personalities of the two brothers played a large part in the subsequent dispute for control of the mine.

Figure 1: Location of Glen Osmond Mines.



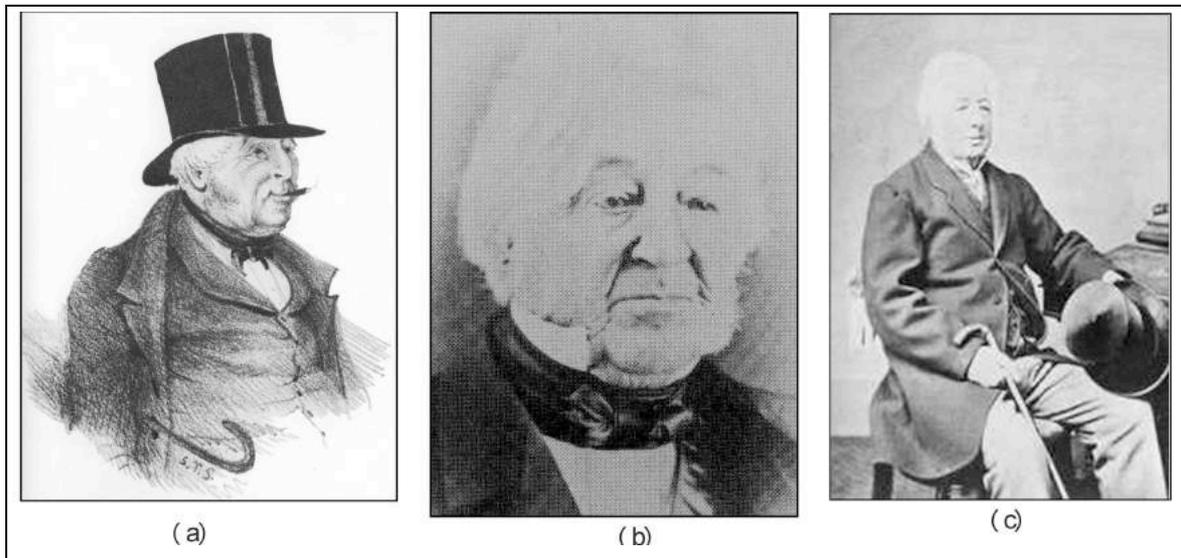
Source: Primary Industries and resources South Australia, plan 1986-0496.

The Gilles Brothers

Osmond and Lewis Gilles were descendants of a French Huguenot family in England. They have been described as ‘an eccentric and volatile pair ... [who] swung from one extreme of behaviour to another, as is well documented for Osmond but is equally true of his brother’.³

Osmond Gilles (1788-1866) (Fig. 2a, b), widely known as ‘O.G.’, was one of the most significant and colourful of the early South Australian colonists. As a young man he had travelled extensively through Europe while the Napoleonic wars were still in progress and is reputed to have ridden a dromedary from Gibraltar to Mogadouro in northern Portugal to inspect battlefields of the Peninsular War.⁴ He settled in Hamburg in 1816 where he carried on business as a wool and grain merchant, and married Patience Oakden, the sister of his business partner Philip Oakden, in Hamburg, on 15 October 1825. Patience died in 1830 and Osmond returned to England in 1833.⁵

Figure 2: (a) *Osmond Gilles, 1850 (S.T. Gill); (b) Osmond Gilles, ca.1865 (c) Lewis Gilles, date unknown.*



Source: State Library of South Australia, (a) photo B347, (b) photo B7030, (c) photo B6982.

Osmond became interested in emigrating to Australia, perhaps because his brother Lewis had settled in Van Diemen’s Land, and after lobbying for office in the projected colony of South Australia he was appointed Colonial Treasurer. According to Pike this appointment was ‘partly because of his wealth and his loan for the initial expenses’.⁶ He sailed in the *Buffalo* with Governor Hindmarsh and arrived in South Australia in December 1836. While Colonial Treasurer he carried on his own business activities, including extensive land deals; in 1837 he was the largest landholder in the colony.⁷ The fledgling colony struggled financially, and the Treasury relied on personal loans from Gilles. He gained a reputation for being argumentative and in one notable incident came to blows in public with the Colonial Secretary, Robert Gouger.⁸ He has been described as a ‘gloriously incompetent’ Treasurer who ‘saw no need to furnish financial returns’.⁹ Nevertheless, he managed to retain the favour of Hindmarsh, but in

1839 Hindmarsh's replacement, Governor Gawler, being unable to obtain satisfactory statements, caused Gilles to resign his offices of treasurer and accountant-general. Loans to the Treasury amounting to almost £12,000 were repaid to Gilles.¹⁰ In contrast to his performance in public office, he quickly gained a reputation as an astute and successful businessman, with interests in land, stock, moneylending and general trading. Although known to be 'very irritable and with an almost ungovernable temper when excited or provoked', he was also highly regarded for his generosity in giving aid to churches, cultural societies and charities.¹¹

Lewis Gilles (1796-1884) (Fig. 2c) had a varied career as a young man; firstly serving in the Royal Navy while in his teens, then working as a banking clerk in London before joining brother Osmond in Hamburg.¹² He spent 5 years in Hamburg¹³ before emigrating to Van Diemen's Land in 1822, where he established a property near Ross, and imported and bred sheep. In partnership with Benjamin Horne, he has been credited as introducing merino sheep to the colony.¹⁴ In 1823 Lewis married Horne's daughter, Mary.¹⁵ The farming venture proved unsuccessful¹⁶ and he moved to Launceston where he turned again to banking, initially as Cashier of the Launceston Branch of the Van Diemen's Land Bank.¹⁷ By 1835 he was Manager of the Tamar Bank and then Manager of the Union Bank (following a merger with the Tamar) and in 1840 started a private bank under the name of Messrs. Archers, Gilles & Co.¹⁸

Lewis became a respected citizen of Launceston; he was appointed as a Justice of the Peace in 1836 and in 1838 was described as 'the proper person to represent the inhabitants in the Legislative Council, on the north side of the Island'.¹⁹ Newspaper reports do, however, show that, like Osmond, he would take offence when provoked. In one such case he took legal action against a Dr Pugh, claiming £2,000 in damages for libel and defamation in a case that originated from the failure of Dr and Mrs Pugh to answer an invitation to an evening party and ball given by Mrs Gilles. After an exchange of correspondence with Pugh, Gilles wrote to the Launceston Club, complaining that Pugh had been 'guilty of tergiversation and of actions derogatory to the character of a gentleman'. Pugh responded by posting a notice in the clubhouse branding Gilles 'a liar and a coward'.²⁰ The judge hearing the case commented that Pugh's notice had indeed been 'undoubtedly libellous' but he regretted that the dispute had escalated from 'trifles'. The jury found for the plaintiff and awarded damages of one farthing!²¹

The Archer, Gilles & Co. Bank failed in 1843 through over-speculation and Lewis was declared insolvent.²² He departed Launceston with his wife and family, arriving in Adelaide in February 1844 to superintend operations of the Glen Osmond Mine.²³ This brought two colourful personalities together in a business venture in which neither had any prior experience; the consequences were perhaps predictable.

The Glen Osmond Mine

Although work had commenced on the Glen Osmond Mine in 1842, only a small amount of ore had been produced prior to Lewis Gilles' arrival.²⁴ Lewis paid his brother £500 for the lease²⁵ and sailed for England in January 1845 to form a company to

finance the expansion of operations at the mine.²⁶ The Glen Osmond Union Mining Company was formed in London in May 1846, with a paid up capital of £30,000, consisting of 3,000 shares at £10 each.²⁷

According to the terms of the Deed of Settlement, the Company would hold a lease of the mine for a term of 35 years, with a royalty of seven-sixteenths of all ore raised to be paid monthly to Osmond Gilles. These conditions were renegotiated after Lewis' return to Adelaide, where a new lease was signed on 5 December 1846, reducing the royalty to one-eighth of all ore raised and the term of the lease to 21 years.²⁸ Work under the new management commenced at the mine in December 1846 following the arrival of a party of 22 Cornish miners under the direction of Captain James Bray Pascoe.²⁹

By April 1848 ore production was reported as averaging 12 to 15 tons per week.³⁰ Work on the mine continued until January 1849 when operations were effectively suspended. There were conflicting reports of the reason for this: according to one report 'stoppage arises solely from a mistake in the Deed of Settlement, which prevents the sale and transfer of shares',³¹ while another stated that the stoppage was the result of a dispute between the mining company and Osmond Gilles:

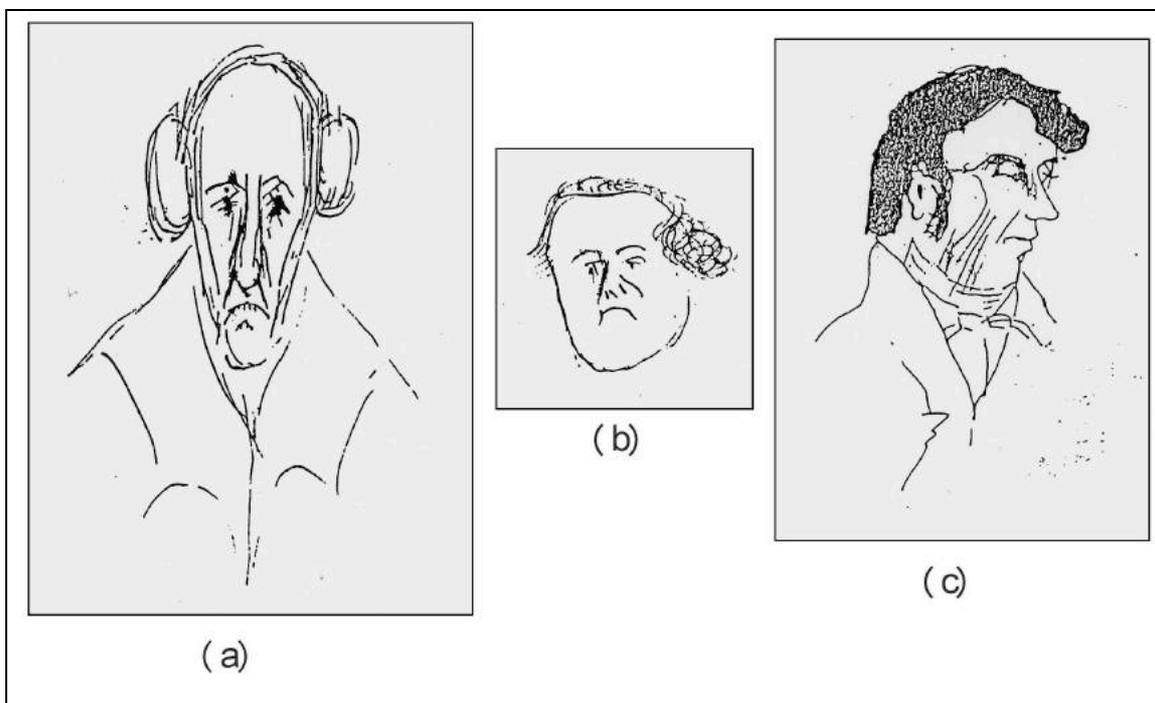
the agents of the Glen Osmond Union Mining Company have carried off every ounce of ore *without paying the agreed tribute to the proprietor*, Osmond Gilles, Esq., who has accordingly served notice of ejectment on the parties representing the Company, with the intention of working, in the future, this first-rate silver-lead mine on his own account.³²

A further report observed:

The landlord, not being in want of money, did not at first press for payment or delivery of his dues ... and the result of his easy confidence has been that ... he has not received a sixpence of money or an ounce of ore. Towards the close of last year, however, reports of an unsatisfactory nature connected with his tenants reached Mr Osmond Gilles, which determined him either to have his dues paid or his mine back.³³

A Deed of Revocation issued by the Supreme Court of South Australia was served on Lewis Gilles, as Superintendent of the mine, on behalf of Osmond Gilles, 'being determined to resume possession of his valuable property in consequence of receiving no rent and the non-fulfilment of the obligations of the Company towards him'.³⁴ Lewis Gilles wrote to his brother in a bid to avoid legal proceedings, explaining that the Directors (in London) 'are but barely at this moment acquainted with the fact of the arrears due to you, such arrears having accrued entirely from your own acts', and offering 'to adjust that claim equitably with you out of court'.³⁵ His plea was in vain and the case went to court in June 1849, with the proceedings reported in detail in *The Adelaide Observer*.³⁶ Sketches made during the court case of some of the personalities involved are shown in Figure 3.

Figure 3: Sketches made during the court case, by an unknown person, on the back of a copy of the December 1846 lease document: (a) Possibly Acting Judge Charles Mann; (b) Osmond Gilles (cf. Fig. 2b); (c) Probably Captain J.B. Pascoe as the sketch was made beside notes taken while he was giving evidence.



Source: City of Burnside Library Local History Collection.

Gilles v. the Glen Osmond Union Mining Company

In the absence of Judge Charles Cooper, the only judge of the Supreme Court at the time, the case was heard by Acting Judge Charles Mann.³⁷ The first challenge by Mr Fisher, the lawyer acting for Osmond Gilles, related to the validity of the lease, on the grounds that a company registered in England was required to have a licence from the Committee of the Privy Council of Trade ‘under which alone they could lease land’. Mr Gwynne, for the Company, responded that ‘The Act had no reference to this colony’, and the judge commented that the Company had ‘a strong equity case on their side; they had taken a lease, occupied the premises, and embarked capital for the express purpose of carrying on the business of mining’. Nevertheless, he conceded that ‘difficulties presented themselves’ but he declined to stop proceedings and stated he would ‘reserve the point for future argument’.³⁸

The major part of the case for Osmond Gilles was concerned with allegations of breaches of covenants in the lease. These required the Company:

to pay to the plaintiff one eighth of all ores raised on the property, and appointing uncertain days, as soon as practicable in each month to give notice of the weighing of such ores. Also requiring the Company to keep two able miners at least at work at the mines, and to conduct the works in a skilful and workmanlike manner.³⁹

Fisher asked ‘Was not the proprietor to derive any advantage which the lease held forth?’ and stated ‘It was because he had not derived a farthing advantage he was there to complain’. The plaintiff’s case was that covenants had been breached by ‘the nondelivery of one-eighth of all the ores’, the failure to maintain two miners at work, not giving notice of the weighing of the ores and ‘not conducting the works in an ordinarily skilful manner’.⁴⁰

Evidence given by James Trewartha, Government Surveyor of Mineral Lands, stated he had inspected the mine in February 1849 at the request of Osmond Gilles in order to report ‘whether or not it had been worked in a mining-like manner’. Trewartha described various works that had been suspended but which he thought should have been continued, and gave his opinion that ‘the works had been conducted in an unmining-like manner, regarding the future value of the property’.⁴¹

Lewis Gilles gave an account of the ores raised and weighed, stating that until 25th of August 1847 every eighth bag had been ‘delivered to the plaintiff and accepted, and allowed to remain until the bags rotted’. He also noted that ‘The full amount sent from the mine [from December 1846] was 661 tons for every purpose; and they were willing to pay dues on that amount’. He went on to explain that the suspension of mining operations was due to ‘being disappointed of available remittances from England’ and that reduction of the workforce had begun in November 1848 and continued until ‘but two men [in addition to Captain Pascoe] remained on the works’. The ‘suspension of the works arose from the want of funds’;⁴² the company had expended ‘upwards of £11,000 in two years on the mine’ and ‘the net produce of ores shipped ... was about £4,620, at the average net price of £7 per ton’.⁴³

It is clear from Lewis Gilles’ evidence that there had been a breakdown in communications between the brothers. For example, his statement in relation to the weighing of the ores, that Osmond Gilles lived near the mine and ‘used to be often there, and would go away when [he, Lewis] approached’ and that he had instructed Captain Pascoe to act for him ‘as he had no intercourse with Mr O. Gilles’.⁴⁴

Presenting the case for the defendant, Mr Gwynne claimed that the plaintiff was attempting to ‘take advantage of the temporary embarrassment of the Company’s local agents’ and that ‘there was never a more dishonest attempt to take advantage of his own wrong than that of the plaintiff’s in seeking to regain possession of the mine from the Company’. Furthermore, he predicted that the proceedings would ‘exhibit “O.G.” in a new character to the colonists – the discomfited perpetrator of a dishonest trick’.⁴⁵

Correspondence relevant to the dispute was then presented to the court:⁴⁶

- Captain Pascoe to Osmond Gilles, several letters in 1847 advising him of the availability of ores as his dues.
- Osmond Gilles to Pascoe, 21 October 1848, requesting that all his accumulated dues ‘should be paid forthwith, asking for ten tons of ore at once’.
- Osmond Gilles to Pascoe, 11 December, confirming his demand of 21 October and requesting that ‘no more ore should be sent away from the mine until the two years dues of ore were paid’.

- Lewis Gilles to E.C. Gwynne, 21 December, explaining that ‘the non-delivery of dues up to that period was in consequence of Mr O. Gilles’s arrangements with Captain Pascoe’, and promising that they would be ‘duly delivered’.
- Osmond Gilles to Pascoe, 30 December, advising that he would be ‘on the ground early on Tuesday, to take delivery of the dues offered, as a preliminary to the full settlement of arrears’.

On the matter of non-payment of dues, Captain Pascoe told the court that on several occasions ore had been set aside as royalty payment but Osmond Gilles had permitted the ore to be shipped on account of the Company, stating that he ‘wished to see the mine worked, and to have his dues all at once’. Pascoe also described how ore put in bags and set aside as royalty payment had been allowed to remain there ‘until last Mr Gilles’s bags bursted’; the ore had then been rebagged and shipped for the Company at Osmond Gilles’ request. In reference to the correspondence in late 1848 from Gilles demanding payment of his dues, Pascoe said that the dues for December had been set aside and that Gilles ‘continued his almost daily visits to the mine until 16th January, when the deed of revocation was tendered’. Pascoe had asked Gilles why he did not take his ore away and the response was that ‘Mr. Fisher told him not to do so’.

According to Pascoe, Gilles ‘did not complain of neglect of notice’ of the weighings; he ‘never gave [Gilles] a notice, in writing, to attend the weighing, as he was daily on the works’. The judge commented that it was ‘against common sense to give a notice in writing to a person on the spot’. Pascoe also maintained that Osmond Gilles had been ‘on the most friendly terms with him’, frequently went underground, had access to Pascoe’s ‘plans, reports, books, tables, his all’ and had ‘frequently expressed his satisfaction at [Pascoe’s] management’. Pascoe’s evidence concerning royalty ore was confirmed by James Trestrail who had superintended ore-dressing at the mine; he stated that they had ‘weighed out Mr Gilles’s proportion separately which was then put aside’.

In his final address to the jury, Fisher deplored the attack the counsel for defence had made on Osmond Gilles’ in which he was held up ‘as a dishonest character to the eyes of the colonists’. He argued that there had been clear breaches of the covenants of the lease in the non-delivery of royalty ore and, as shown by the evidence of Mr Trewartha, the mine was worked ‘for the present, not their permanent advantage’. Finally, he stressed that the jury’s decision would have important implications for ‘future arrangements between the colonists and self styled English capitalists’ and he hoped by their verdict ‘they did not consider it dishonest of a man to recover possession of a valuable property, retained by parties who neglected to pay the stipulated rent’.

In summing up, the judge expressed the opinion that Trewartha’s evidence was in favour of the defendants rather than the plaintiff, as the relevant covenant ‘requiring the work to be performed in a “mining-like manner”, referred to the quality of the work, and not the quantity’. On the question of demand for payment of royalties it was his opinion ‘there was no such demand made as would give the plaintiff the right of revocation’. The judge was presumably referring to Captain Pascoe’s evidence when he told the jury that ‘the question for them was, should the lease be revoked for the non-

payment of those dues, taking into consideration the plaintiff's acts'. The judge's final remarks gave a clear indication as to the decision he expected from the jury:

His Honor could not say that Mr Gilles, having acted as the fair weather landlord, in allowing the ores to be shipped, could then be permitted to turn around and act the foul weather landlord, and demand, suddenly, the "accumulated monthly dues". His Honor concluded by recalling their attention to matters of demand, delivery, and waiver, giving as his opinion that such waiver had been made, and he would be glad, if they found on that ground for the lessees, they would say so.

The jury, without hesitation, returned a verdict for the defendant, on the ground of the plaintiff's waiver.⁴⁷

Fisher subsequently applied for a rule 'to show cause why a verdict should not be entered for the lessor of the plaintiff or a new trial granted, on two grounds - misdirection and verdict against evidence'.⁴⁸ After reviewing the evidence, Acting Judge Mann concluded that 'the jury were rightly directed, and I see no sufficient reason to disturb their verdict'.⁴⁹

Aftermath

There was local sympathy for Osmond Gilles, with concern over implications of the verdict for colonists in dealings with English companies:

The singular proceedings that have taken place in the Supreme Court in the case of Ejectment brought by Mr Osmond Gilles, ... ought to operate as an instructive caution to the proprietors of similar properties in their dealings with companies formed in England, and represented in the colony by agents with limited or partial authority, who are not responsible to themselves, and naturally and more especially desirous to shirk that ordinary variety of obligation which involves the payment of monies for others.⁵⁰

But the Annual Report of the Glen Osmond Union Mining Company, issued in London in July 1849, well before the Directors would have been aware of the outcome of the court case in Adelaide, showed that the Company was indeed sensitive to the need for appropriate conduct of its operations:

The Directors have not been satisfied with the proceeding at Adelaide, inasmuch as the Lord's dues upon the ores raised have been allowed to get into arrear, without their having been advised thereof, until too late to allow their giving instructions which would have prevented such a course.⁵¹

The Directors terminated their agreement with Lewis Gilles and gave instructions that priority was to be given to paying off the arrears of royalty due to Osmond Gilles.⁵² This was accomplished by November 1850.⁵³ The Company did not recover from the setback of the dispute; plans for expansion of operations were unsuccessful and with a shortage of labour due to the demands of the Victorian goldrush, the mine closed in 1851.⁵⁴

Discussion

The evidence by Captain Pascoe in the court case indicates that Osmond Gilles had little chance of success in his aim of removing the Company from his property. It is clear that he had on various occasions been offered parcels of ore as royalty payments but had declined to accept them, and had allowed them to be shipped for the Company. Then towards the end of 1848, presumably having observed a reduction in activity on the mine, he suddenly demanded full payment of his dues 'forthwith', a demand that the Company was unable to meet at that time. Why did he not accept Lewis' offer to settle the matter out of court? Both Gilles had volatile and unpredictable temperaments and the relationship between them had broken down, so Osmond presumably had no desire to enter into negotiations with Lewis. There still remains the question as to why Osmond would have entered into an agreement with Lewis to manage operations of the mine. Although Osmond and Lewis had previously worked together in Hamburg and had cooperated in the importation of sheep from Tasmania to South Australia,⁵⁵ Lewis had a less than impressive record in business during his time in Tasmania and had no experience in managing a mining enterprise. It was most likely a case of family loyalty taking precedence, with Osmond being prepared to assist his brother to recover from his difficult financial situation.

Epilogue

Lewis Gilles' dismissal from the Glen Osmond Union Mining Company did not prevent him from being offered several significant positions in Adelaide, including that of Secretary to an insurance company and Trustee of the Savings Bank. He later moved to Victoria where he held various positions in Government service including that of Assistant Colonial Secretary; his final appointment was Resident Magistrate in Warnambool, a position he occupied for about 14 years prior to retirement in 1866.⁵⁶

Osmond Gilles refused all further applications for a lease of the mine.⁵⁷ In 1858 he commenced the planting of vines on the property and subsequently developed a winery that later became known as Woodley Winery.⁵⁸ Following his death in September 1866 a lengthy obituary described him as 'one of our oldest and best known colonists ... [whose] name ... is so intimately connected with the history of the colony from its foundation'. It further commented that 'Mr. Gilles's strongest and most enduring tie to the world was his benevolence'.⁵⁹ Several streets and suburbs of Adelaide bear his name.

It appears that there was eventually reconciliation between the brothers, it being reported in the obituary that 'Within the last few months [Osmond] had the happiness of meeting his long absent brother Lewis, who has since left for England'.⁶⁰ Lewis' eldest son, Osmond Horne Gilles, was the main beneficiary of his uncle's estate but after getting into financial difficulties signed a conveyance of inheritance to a family trust of his siblings and father. As a consequence, Lewis occupied his late brother's house 'Glen Osmond Villa' from 1872 until his death in 1884, renaming it 'Woodley Estate' after his first wife Mary Woodley Horne.⁶¹

Acknowledgements

Anne Both is thanked for helpful comments on a draft of this paper. Greg Drew alerted the author to the existence of the document with the sketches reproduced here in Figure 3.

Endnotes

¹ Ross A. Both and Greg J. Drew, 'The Glen Osmond silver-lead mines, South Australia: Australia's first metalliferous mines', *Journal of Australasian Mining History*, vol. 6, 2008, pp. 21-45.

² *Ibid.*

³ Elizabeth Warburton, *The Paddocks Beneath: A History Of Burnside From The Beginning*. The Corporation of the City of Burnside, 1981, p. 112. For a detailed biography of Osmond Gilles see Valerie S. Hicks, 'O.G.', *the Colonial Treasurer; an historical biography of Osmond Gilles, first Treasurer of South Australia*, Gillingham, Adelaide, 1985, 105pp; see also <http://familytreemaker.genealogy.com/users/s/m/i/Heather-Smith-Manawatu/WEBSITE-0001/UHP-1092.html>. No comprehensive biography of Lewis Gilles had been published. The most detailed source of information is <http://familytreemaker.genealogy.com/users/s/m/i/Heather-Smith-Manawatu/WEBSITE-0001/UHP-0641.html>.

⁴ *The Adelaide Observer*, 29 September 1866.

⁵ Hicks, 'O.G.', *the Colonial Treasurer*, pp. 8-11;

<http://familytreemaker.genealogy.com/users/s/m/i/Heather-Smith-Manawatu/WEBSITE-0001/UHP-1092.html>. There were no children from the marriage and Osmond did not marry again.

⁶ Douglas Pike, *Australian Dictionary of Biography, Vol. 1: 1788-1850*. Melbourne University Press, 1966, p. 445.

⁷ *Ibid.*, p. 446.

⁸ *South Australian Gazette and Colonial Register*, 16 September 1837.

⁹ Judith M. Brown, *Town Life In Pioneer South Australia*. Rigby, 1960, p. 135.

¹⁰ Pike, *Australian Dictionary of Biography*, p. 445.

¹¹ *Ibid.*, p. 446.

¹² Lewis William Gilles, <http://familytreemaker.genealogy.com/users/s/m/i/Heather-Smith-Manawatu/WEBSITE-0001/UHP-0641.html>

¹³ Hicks, 'O.G.', *the Colonial Treasurer*, p. 10.

¹⁴ George E. Loyau, *Notable South Australians; or Colonists – past and present*, G.E. Loyau, Adelaide, 1885, p. 27.

¹⁵ *Hobart Town Gazette and Van Diemen's Land Advertiser*, 20 December 1823. Mary gave birth to 14 children of whom only 9 survived to adulthood. She died in 1844. Lewis remarried in 1880 to Amelia Bristow, see Hicks, 'O.G.', *the Colonial Treasurer*, p. 2.

¹⁶ Loyau, *Notable South Australians*, p. 27; *The South Australian Register*, 19 January 1884.

¹⁷ *The Hobart Town Courier*, 20 July 1832.

¹⁸ *The Hobart Town Courier and Van Diemen's Land Gazette*, 31 July 1840.

¹⁹ *The Sydney Monitor*, 18 April 1838.

²⁰ *Launceston Examiner*, 8 October 1842.

²¹ *Ibid.*

²² *Colonial Times*, 23 January 1844; Loyau, *Notable South Australians*, p. 28.

²³ *The South Australian Register*, 21 February 1844.

²⁴ *The Southern Australian*, 19 January 1844; Both & Drew, 'The Glen Osmond silver-lead mines', p. 29.

²⁵ Lease of mines on Section 295, Osmond Gilles to Lewis Gilles, Knox and Hargrave Papers, 6 January 1845, Business Record Group [BRG] 3/15. South Australian Archives [SAA],

²⁶ *The South Australian*, 14 January 1845.

²⁷ Deed of Settlement of the Glen Osmond Union Mining Company of South Australia, Knox and Hargrave Papers, 1 May 1846, BRG 3/15, SAA; *The South Australian*, 5 May 1846.

²⁸ Osmond Gilles Esq. to The Glen Osmond Union Mining Company of South Australia, copy of Lease of Mines Ores and Minerals in upon and under preliminary Section No. 295 District B in South Australia, 5 December 1846, City of Burnside Library, Local History Collection [BLHC].

²⁹ *The South Australian Register*, 14 November 1846.

³⁰ *The South Australian*, 18 April 1848. For further details of operations and production see Both & Drew, 'The Glen Osmond silver-lead mines', pp. 30-31.

³¹ *South Australian Gazette and Mining Journal*, 8 March 1849; *Mining Journal Railway and Commercial Gazette*, 28 July 1849.

³² *South Australian Gazette and Mining Journal*, 8 March 1849.

³³ *Ibid.*, 9 June 1849; a later report ‘Prospectus for the Glen Osmond Silver and Lead Mining Company’, in *The Age*, 1 April 1869, claimed that the dispute between the Company and Osmond Gilles had arisen from a demand ‘that royalty should be reduced to one-twentieth’ and that following the court case the Company ‘retracted and offered to adhere to the original agreement’. This statement is unlikely to be correct, as there was no mention in the account of the court proceedings of a demand for reduction of royalty.

³⁴ Deed of Revocation of Mining Lease, O. Gilles and the Glen Osmond Union Mining Company of S.A., Knox and Hargrave Papers, 17 January 1849, BRG 3/1/1, SAA; *South Australian Gazette and Mining Journal*, 7 April 1849.

³⁵ Letter Lewis Gilles to Osmond Gilles, Knox and Hargrave Papers, 30 May 1849, BRG 3/15, SAA.

³⁶ *The Adelaide Observer*, 2 June 1849; *ibid.*, 9 June 1849.

³⁷ Newspaper reports did not record the name of the judge but Charles Cooper (appointed Judge in 1839 and the first Chief Justice of South Australia in 1856) after severe influenza in 1849, was given 3 months leave in Van Diemen’s Land, during which time Mann acted in his place, see Pike, *Australian Dictionary of Biography*, p. 244. Shipping records show that Cooper returned to Adelaide on 3 August 1849. A second judge was not appointed until 1850.

³⁸ *The Adelaide Observer*, 2 June 1849. The judge referred again to the question of the validity of the lease in summing up the case, ruling that the objection to the lease would be put aside, ‘as no doubt it would be argued in another place’, see *The Adelaide Observer*, 9 June 1849.

³⁹ *Ibid.*, 2 June 1849; Osmond Gilles Esq. to The Glen Osmond Union Mining Company of South Australia, copy of Lease of Mines Ores and Minerals in upon and under preliminary Section No. 295 District B in South Australia, 5 December 1846, BLHC.

⁴⁰ *The Adelaide Observer*, 2 June 1849.

⁴¹ *Ibid.*

⁴² *Ibid.*

⁴³ *Ibid.*, 9 June 1849. These figures were subsequently confirmed by publication of the *Third Annual Report of the Directors of the Glen Osmond Union Mining Company of South Australia*, dated 24 July 1849 reported in the *South Australian Gazette and Mining Journal*, 23 May 1850, which listed expenses including £3,000 for the lease of the mine, nearly £1,000 on buildings at the mine and in the village of Harrow, and almost £5,000 on wages, although he had received only £4,620 from the sale of ore to that date. Publication of the Report was followed by a claim in the *South Australian Gazette and Mining Journal*, 30 May 1850 that the sum of £3,000 for the lease was paid to L.W. Gilles. This had earlier been denied by Gilles, see *The South Australian*, 24 May 1850. The Deed of Settlement of the Glen Osmond Union Mining Company, Knox and Hargrave Papers, BRG 3/15, SAA, shows that £1,000 was paid to L.W. Gilles and the remaining £2,000 to J.J. Cummins, E.J. Gore and G. Marshall, directors of the Company.

⁴⁴ *The Adelaide Observer*, 2 June 1849.

⁴⁵ *Ibid.*, 9 June 1849.

⁴⁶ *Ibid.*; Knox and Hargrave Papers, BRG 3/15, SAA.

⁴⁷ *The Adelaide Observer*, 9 June 1849.

⁴⁸ *Ibid.*, 16 June 1849; *ibid.*, 23 June 1849; Rule Nisi in the Supreme Court, Gilles v Glen Osmond Union Mining Company, Knox and Hargrave Papers, 15 June 1849, BRG 3/15, SAA.

⁴⁹ *The Adelaide Observer*, 30 June 1849.

⁵⁰ *South Australian Gazette and Mining Journal*, 9 June 1849.

⁵¹ ‘The Third Annual report of the Directors of the Glen Osmond Union Mining Company of South Australia, 24th July, 1849’, *South Australian Gazette and Mining Journal*, 23 May 1850.

⁵² *Ibid.*

⁵³ *South Australian Gazette and Mining Journal*, 30 November 1850.

⁵⁴ Both & Drew, ‘The Glen Osmond silver-lead mines’, p. 32. The Glen Osmond Mine was not worked again until 1888-1892.

⁵⁵ Hicks, ‘O.G.’, *the Colonial Treasurer*, pp. 8, 52.

⁵⁶ Loyau, *Notable South Australians*, p. 28.

⁵⁷ ‘Prospectus of the Glen Osmond Silver and Lead Mining Company’, *The Age*, 1 April 1869.

⁵⁸ *Early History of the Woodley Wines Pty Ltd.*, Woodley Wines Information sheet, ca.1985.

⁵⁹ *The Adelaide Observer*, 29 September 1866.

⁶⁰ *Ibid.*

⁶¹ Warburton, *The Paddocks Beneath*, p. 116.