

### 6.3 John Hamilton Wellington and Cobden 1882 to 1900

By September 1882 John Hamilton had gone to Wellington and purchased the Imperial Hotel. He was to run it for 12 months before leasing the business and transferring the license to Andrew Barry. John was a year short of 60 and the hotel was an investment for his retirement rather than somewhere to toil. He also retained Hamilton's Hotel at Cobden and parcels of land he owned there.

John had applied for renewal of License for Hamilton's Hotel Cobden and the annual meeting of the Cobden District Licensing Committee held at Barrytown on 2 June 1882 granted the renewal.<sup>1</sup>

John Hamilton had taken out a mortgage on the Cobden hotel with the National Bank of New Zealand in February 1880 which he discharged in February 1882. This, coincidentally when was the Gilmer Brothers partnership was dissolved and it may mean that he received some cash as part of the settlement process. However, in August of that year he mortgaged the hotel again to Robert Lee most likely to raise funds for potential opportunities in Wellington. He discharged this mortgage in December 1889. The most logical opportunity would have been to assist John Knox into the New Zealander Hotel.

With John about to make a permanent move to Wellington it was not ideal for him to continue to hold the license at Cobden. Therefore, it was no surprise when the September 1882 meeting of the Licensing Committee considered the transfer of the license from John Hamilton to Mary Roche. Following a favourable police report the committee granted the transfer.<sup>2</sup> John had built the hotel and had held the license for 17 years and had been its only licensee except for short periods when he was elsewhere on Gilmer Brother business activities. However, it was now time for him to move on.

John had been moving between Cobden and Wellington for a couple years. He, Sam and Hamilton Gilmer were regular travelers on the steamers that made the journey. While surnames were often published in the newspapers Christian names were not but there was one reference with John Hamilton being reported as a passenger on the SS Mahinapua leaving Greymouth on 11 October.<sup>3</sup> It seems he had returned to finalize that handover of the hotel to his new licensee.

The question arises as to where John lived after he moved from the Imperial Hotel when Andrew Barry took over the license in September 1883. Electoral rolls are not reliable because people do not necessarily register, especially if they are already on another roll which was the case for John Hamilton at Cobden. They were also not produced for every year and a location shown on a roll may have only been for a short period.

The first reference we have on the Wellington rolls is not until 1884 when we know he was very well established. John Hamilton was shown at the Star Hotel, John Knox Hamilton at the New Zealander Hotel, Hamilton Gilmer at Manners St (The Duke of Edinburgh Hotel) and Sam Gilmer at the Royal Oak Hotel.

We know that John's time at the Star Hotel was very short and after that, John lived at the New Zealander Hotel with John Knox Hamilton. He is shown there on successive electoral rolls from 1887 through to 1897. He bought his cottage at 30 Marion St on 30 June 1895 and

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<sup>1</sup> Grey River Argus 6 June 1882

<sup>2</sup> Grey River Argus 11 September 1882

<sup>3</sup> Grey River Argus 12 June 1882

he named it Blaney Cottage.<sup>4</sup> He had not forgotten his Irish home. We believe he moved into the cottage immediately after he bought it.

### The Star Hotel Case

John was not at the Star Hotel very long and he took over in curious circumstances. In early 1884 Peter McGrath was the licensee of the Star Hotel and he advertised on a daily basis that he had purchased the lease. By March, members of the Licensing Committee were reported to have warned that the *"house was in bad repair and unless the matter were attended to the bench would refuse to renew the license"* and also commented that *"the Star Hotel had not been conducted at all in a manner creditable to the licensee."*<sup>5</sup>

Two weeks later the owners (Johnston & Co) made an application to the Lambton Licensing Committee to carry on business until the next quarterly meeting of the committee as the licensee had deserted. The police advised that McGrath had not been seen in Wellington for two weeks. Mr. Cheymol, a wine merchant, had a bill of sale over the premises and entered into possession of the premises and instructed Thomas Smith late of the New Zealander Hotel to carry on the business.

The owner's solicitor told the Bench that if the application was granted the owner had a person who would take possession on the same terms as McGrath. The person was John Hamilton. The police advised they *"had no objection to Mr. Hamilton who was a most respectable man and a publican well known in the city."*<sup>6</sup> The Bench granted the application and John Hamilton was now running the hotel.

John's role at the hotel was referred in two newspaper reports. The first was a case where he, as the licensee of the Star Hotel, and John Knox, as licensee of the New Zealander Hotel, were both charged with wasting water after allowing water to *"run to waste in their closets."*<sup>7</sup> Each was fined a shilling and costs. The second case was where John was a witness in the case of a man charged with having begged for alms. John had given him a shilling and at the hearing John was referred to as licensee of the Star Hotel.<sup>8</sup>

At the June 1884 meeting of the Committee Jeremiah Jones applied for the license. At the hearing the police reported that *"the house was a "rough one" when in the occupation of Peter McGrath but since he had deserted it, it was well conducted."*<sup>9</sup> After some discussion about whether Hamilton Gilmer was *"taking over the house"* the license was granted to Jones.

McGrath had absconded and gone to Sydney owing Cheymol 657 Pounds. When Cheymol took possession he sold the stock and furniture, over which he had a bill of sale to Hamilton Gilmer's Junction Brewery for 490 pounds.

A court case in June 1891 *Johnstone v Gilmer*<sup>10</sup> confirmed that Hamilton Gilmer (and two others) had purchased the lease of the Star Hotel from Johnstone. John Hamilton had stepped in to assist Hamilton Gilmer with an urgent situation so that the authorities were satisfied that the hotel would be well managed.

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<sup>4</sup> CT 78/181 Transfer T25206

<sup>5</sup> Evening Post 5 March 1884

<sup>6</sup> Evening Post 15 March 1884

<sup>7</sup> Evening Post 9 April 1884

<sup>8</sup> Evening Post 3 May 1884

<sup>9</sup> Evening Post 4 June 1884

<sup>10</sup> Evening Post 26 June 1891

## The Army and Navy Hotel

In May 1886 John Hamilton applied for the license at the Army and Navy Hotel at the corner of Courtenay Place and Taranaki Street. This application seems strange as it was the first sign of interest in such a role in two years since his role at the Star Hotel. However, with the events that followed it seems clear that John was carrying out a role challenging the role of committee in closing hotels to placate a growing temperance movement and to control the number of hotels in residential areas.

At the hearing the police gave evidence that the previous licensee had been fined for Sunday trading, that the roof needed repair and the house required re-papering but there was no other objection. The Chairman immediately responded that the license was not granted. He also commented that *"in these cases there is a great deal said about the applicants but very little about the interests of ratepayers."* John's legal representative *"observed that a great many ratepayers were represented today and very considerable interests were involved."*<sup>11</sup>

The Clyde Quay and Prince of Wales Hotels were also involved in the license hearing and at the adjourned meeting these licenses were also refused. The three hotels were all owned by Hamilton Gilmer's Junction brewery. John and the others applying for these licenses had impeccable credentials and the refusals were not on their account. The committee's view was that the hotels were not required but it refused to give any reasons

The Chairman advised that *"the closure of the hotel was in the interests of ratepayers and it was an open secret at the last election of the licensing committee members that some hotels would be closed."*<sup>12</sup> The bench refused to be moved by legal argument and details of hotel per person statistics of Cook Ward compared with other wards.

The case was taken to the Supreme Court with the argument that under the legal relationships, the licensee was contractually bound to compensate the brewery for the loss of license. The licensee claimed he had not done anything to cause the lease to be cancelled. The question turned on the role of the committee and its power to refuse licenses. The Justice determined that *"the question as to whether certain hotels were required or not was one the licensing Bench must alone decide and their decision must be regarded as final."*<sup>13</sup> There was also no need for them to give reasons for the refusing of licenses.

This was an important case which clearly showed that the tide was turning towards a more regulated approach to the whole of the brewing and hotel industries.

## Hamilton's Hotel Cobden

In the 1880's management of John's Cobden Hotel from afar was not a real possibility but John managed to stay in touch. For example, the newspaper referred to a letter from John Hamilton to the Harbour Board *"cautioning the board from causing damage at his house at Cobden from blasting in the quarry on that side"*.<sup>14</sup> The bridge across the Grey River at Cobden was not built until 1884 and the hill to the rear of the hotel was used to quarry rocks to stabilize the banks along the river near the hotel. Blasting at the quarry frequently broke windows and put rocks on the roof.<sup>15</sup>

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<sup>11</sup> Evening Post 7 June 1886

<sup>12</sup> Evening Post 7 June 1886

<sup>13</sup> Evening Post 14 July 1886

<sup>14</sup> Grey River Argus 21 July 1885

<sup>15</sup> The Hotel that Sam Built John Hewstone, Ian Cameron, Peter Sudor

John was fortunate that Mary Roche was a good licensee and she had renewed the license in each year from 1883 to 1887. However, John advertised the hotel for sale in 1886:<sup>16</sup>

*“Tenders wanted for the purchase of the freehold property known as Hamilton’s hotel Cobden. Tenders close on 17 March. To be addressed to John Hamilton Oxford Hotel Wellington.”*

It is of interest that John Hamilton gave the Oxford Hotel as his address. The Oxford had Andrew Hamilton as the licensee from 1885 to 1887 and had been renamed as Gilmer’s Family Hotel in 1884 before Andrew took it over. John Hamilton has continued to use its previous name. While Andrew was the licensee he had other commitments with his brewery and aerated water manufacturing. John Hamilton was probably working there to give him a hand.

This advertisement did not bring forward a tender that John was prepared to accept. This means that he was not in need of the money or being forced to sell the hotel. He continued to retain ownership of the freehold.

Mary Roche applied for transfer of Hamilton’s Hotel license to John Hamilton in May 1887<sup>17</sup> and John Hamilton made application for the license. He would not have wanted to do this but if Mary had wanted to leave he had no alternative. The license transfer was granted. Fortunately for John, the Licensing Court granted a transfer of the license to Michael Fitzgerald at its next meeting in September 1887.<sup>18</sup> Fitzgerald wrote to the council requesting his name be placed on the ratepayers roll in place of that of John Hamilton<sup>19</sup>. The council agreed..

Michael Fitzgerald was a good licensee for John Hamilton and regularly renewed his licence each year. However, by 1892 John Hamilton again felt he should sell the hotel. He advertised:

*“For sale or let, up to 31 May 1892 Hamilton’s Hotel Cobden, S Roulston and Co Greymouth or John Hamilton New Zealander Hotel Wellington.”<sup>20</sup>*

John may have been aware that Fitzgerald was planning to leave the hotel and he was attempting to obtain a buyer in advance of that occurring. In August, Fitzgerald applied for the transfer of the license back to John Hamilton. John therefore had to endeavour to locate a new licensee. At the age of 69 he certainly would not have wanted to run the hotel.

On 16 September 1892 the Grey River Argus reported that John was a visitor at Gilmer’s Hotel Greymouth. Clearly, one purpose of his visit was to locate a new licensee. He was successful in this and in November John Hamilton applied for transfer of the license to John Giblin.<sup>21</sup>

John had another agenda for his visit to Greymouth. On 24 November it was reported that the City Council had received a letter from John Hamilton applying *“to have the bush fallen and a street formed on certain sections in the township. If the council did not he would commence to build at once.”* The Council’s response was that *“Mr. Hamilton to be informed that it was impossible in the present state of their finance to comply with his request.”*

<sup>16</sup> Grey River Argus 2 March 1886

<sup>17</sup> Grey River Argus 16 May 1887

<sup>18</sup> Grey River Argus 10 September 1887

<sup>19</sup> Grey River Argus 7 December 1887

<sup>20</sup> Grey River Argus 9 April 1892

<sup>21</sup> Grey River Argus 14 November 1892

We are not aware of what John had in mind for the land and what he was proposing to build. He had owned the land since the original Crown Grant of 1874 but we have no way of knowing his plan for it.

John Hamilton made a third attempt to sell the hotel in June 1894. He advertised:

*“For Sale by Tender Section 2 Town of Cobden having a frontage of 100 links to Robinson Street by a depth of 200 links together with hotel and buildings erected there on known as Hamilton’s Hotel. Title Freehold. Tenders addressed to John Hamilton, Royal Oak Hotel Wellington and will close on 1 August next. The highest tender will not necessarily be accepted. Intending tenderers may inspect the premises on application to Mr. John Giblin”.*

This attempt was also unsuccessful but John Giblin had renewed his license so there was no immediate pressure on John to sell. Giblin also renewed his lease in later years. However, John still wanted to sell and ultimately he sold to Joseph Mandl on 22 March 1897.<sup>22</sup> Mandl was a brewer from Hokitika trading as Mandl & Co and he paid 210 Pounds<sup>23</sup>.

Mandl never held the license and he sold the freehold to John Giblin on 1 November 1899 for 150 pounds<sup>24</sup>. The hotel was renamed Giblin’s Hotel. It was very common for hotels to be given the name of their proprietor.

Unfortunately, John Giblin died on 31 January 1900<sup>25</sup>. He was 72 years of age, only six years younger than John Hamilton. After his death the cottage on Section 1 and the hotel, stables and out buildings on Section 2 were put up for auction by the executor Arthur Guinness.<sup>26</sup> The hotel was purchased by T O’Donnell for 440 Pounds.

Hamilton’s Hotel Cobden survives today with the name of Kells Hotel. William Kells had owned it from 1929 to 1950.<sup>27</sup> On our 2007 visit to New Zealand we visited the hotel with John Hewstone. It is still essentially the same building, having only repairs and maintenance rather than major rebuilding or reconstruction. It is still a small hotel of about 10 rooms with facilities that still date from the 19<sup>th</sup> century. There has been no upgrading to en suites!!

The people were friendly and graciously let us look through the place. They have on display a photographs of old Cobden and Greymouth that show the old hotel from a distance. Its genesis has not been forgotten.

### **Ingestre Street Shops**

The Ingestre St shops proved to be something of a research nightmare. The first we knew of them was on reading John Hamilton's Will. This referred to the Ingestre St shops although the street had been renamed to Vivian St for quite a few years. There was another street of the same name at Newtown which was on the side of a very steep hill. We went there to try to locate the possible sites for the shops without success. We had almost given up on finding them. Thankfully, John Hewstone was aware of the name change and had an 1879 plan of Wellington which verified the location. We also found that the staff at the Wellington City Archives were well aware of the location.

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<sup>22</sup> Title Document

<sup>23</sup> Transfer No 26849 Deeds Registry Office Nelson

<sup>24</sup> Transfer No 28824 Deeds Registry Office Nelson

<sup>25</sup> Grey river Argus 2 February 1900

<sup>26</sup> Grey river Argus 1 March 1900

<sup>27</sup> The Hotel that Sam Built John Hewstone, Ian Cameron, Peter Sydor

John bought this property, Lot 32 part section 155<sup>28</sup> on 23 March 1893 from Albert and Arthur Martin. The purchase price was 340 Pounds.

The area of the land was 3,190 square feet. The dimensions shown on the title and also the 1923 Plan of Subdivision were 29 by 110 feet. The measurements have been confirmed from an 1891 Survey Plan shows the rear measurement was slightly shorter at 28 feet two inches. The Survey also showed the building as being single storey having four rooms and at that time was tenanted. The property was bought for rental purposes and would have been providing additional income for John

### **Rebuilding 1898**

On 9 December 1898 John Hamilton lodged a specification to demolish the existing building at 26 Ingestre St and rebuild two shops and dwellings. He used J O'Dea as Architect and Wilson Waters & Robertson as builders. There was no formal subdivision of the land into two properties although the drawings submitted show two, two storey buildings separated by a 16 inch party wall.

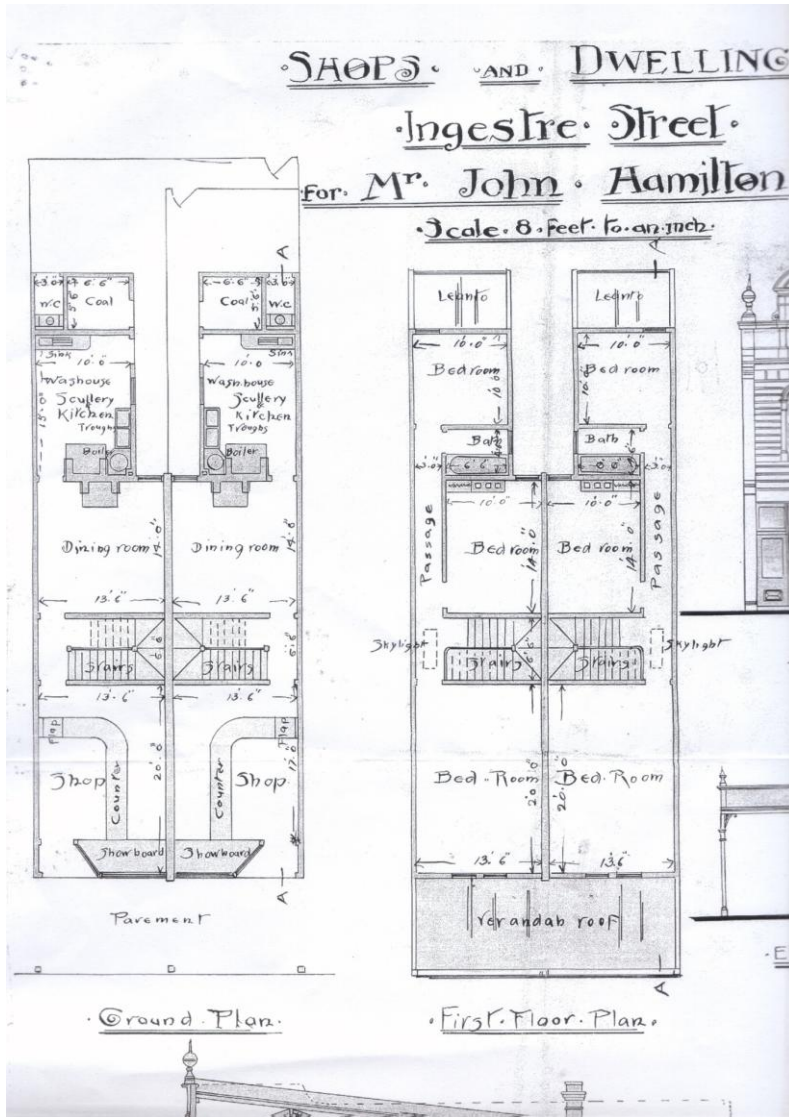
After the rebuilding on the Wellington City Council Valuation Rolls 1906 and 1909 show the dimensions of each of the shops as 14 by 110 feet. The Rateable Value in 1909 was 1440 Pounds for each shop. This would also have been the value at John Hamilton's death in 1911.

It is difficult to see how these can be called shops in the way we know them today. They consisted simply of a Show Board and a front counter. In reality they would probably have offered more value as residential accommodation. The ground floor consisted of a Dining Room and Kitchen/Scullery area with an outside toilet and coal storage area. Upstairs consisted of three bedrooms, the main being 20 feet by 13 feet 6 inches. The others were each 10 feet by 10 feet.



**New Shops Front View**

<sup>28</sup> CT 66/257 Lot 32 Section 155 DPS No. 582 Transfer T21223



### New Shops Floor Plan

### Blaney Cottage 30 Marion Street

John had lived in hotels almost all his life in New Zealand until he bought 30 Marion Street. The transfer was dated 13 June 1895<sup>29</sup>. He was 72 years of age. The land was very small containing only 991 square feet. It measured only 10 feet by 99 feet. The Wellington City Council Rate Return Book noted the purchase of 10 feet on 11 April 1895 in a pen amendment.

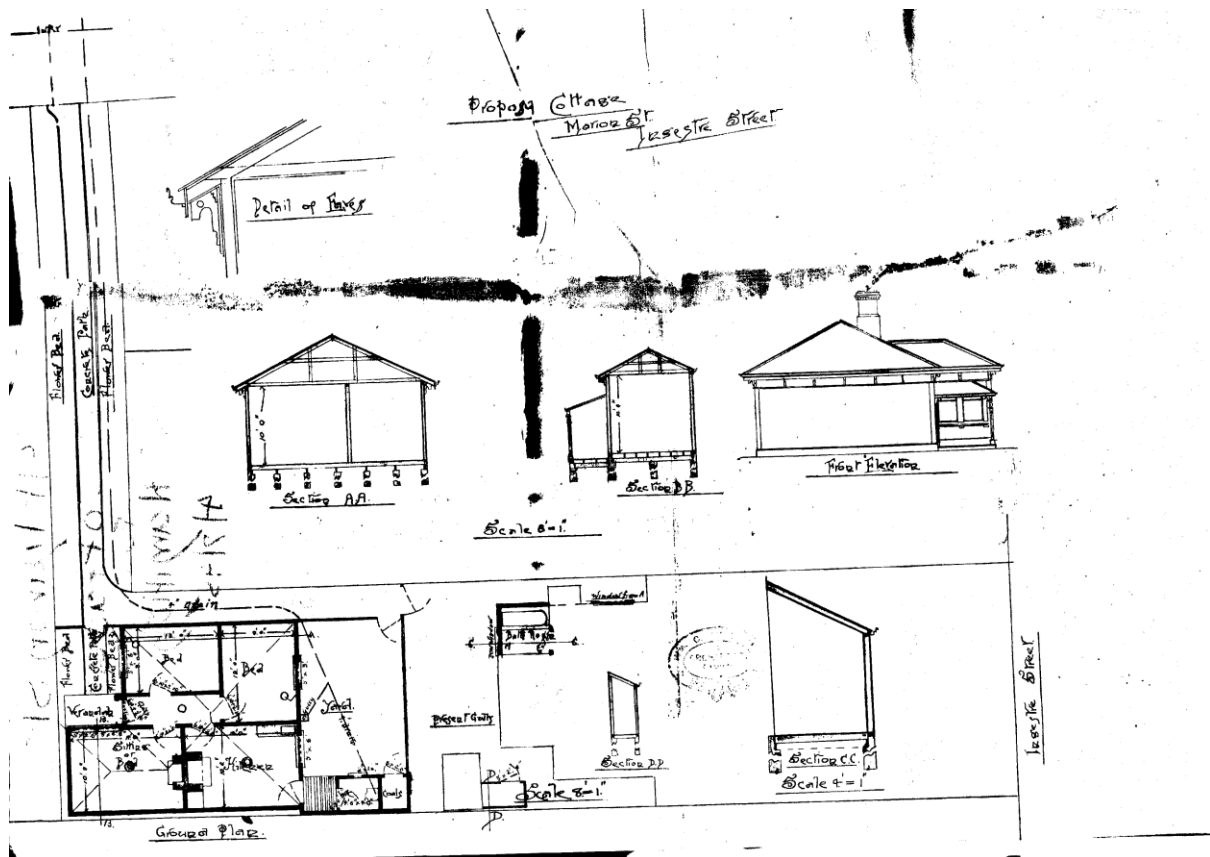
John bought the property from Albert Martin, a medical practitioner, and his brother, Arthur, a Wairarapa sheep farmer. He paid 90 pounds.

<sup>29</sup> CT 38/248, Part Lot 31 DPS No. 582 Section 155 Transfer T 25206

On 4 July 1895 the well known Wellington architect William Charles Chatfield lodged an application to Wellington City Council for "permission to erect a cottage off Marion St for Mr. Hamilton." The cost quoted was 214 Pounds.<sup>30</sup>

Chatfield was the Architect who designed the second Royal Oak Hotel built in 1880 and later bought by Gilmer Brothers in 1881 and taken over by Sam Gilmer in 1882. Chatfield also designed extensions to the Royal Oak for Sam Gilmer in 1886.

The specifications for Marion St show the proposal as "Cottage, fencing etc Marion St also Addition to Residence Ingestre St." The following plans were provided:



### Drawings 30 Marion St

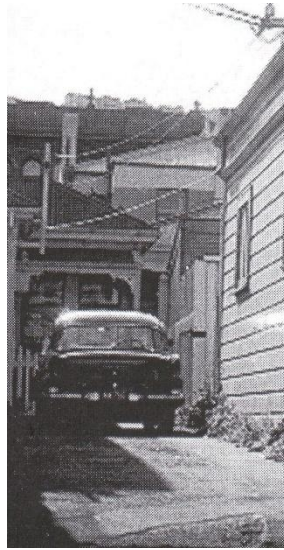
These drawings were initially confusing as we had believed his cottage was in Marion St. However, inspection of the Chatfield drawing shows he built the cottage at the rear of his shops in Ingestre St. He built right up to the boundary on the left hand side of the Marion St property (looking towards Marion St) and at the lower side of the Ingestre St property, the cottage was also built to the boundary. On the Marion St side he left space along the boundary with a side gate providing entry to a small yard.

The 1918 Deposited Plan of Subdivision for the subdivision and sale of the Ingestre St shops clearly shows that the land on which John had built the shops was not included in the sale.

The cottage was named Blaney Cottage and a cottage it had to be! The Bed Sitting Room was 10 by 12 feet and the two other bed rooms were 8 by 12 feet and 9 by 12 feet. The Kitchen was 10 by 12 feet. We have used the spelling of the name of the cottage that has been used in John's Will and death notice. This may have been provided by someone

<sup>30</sup> WCC Archives File No. 00053:21:1221

unfamiliar with the usual Irish spelling of Blayney. The cottage was centrally located to Cuba Street and a short walk to the Imperial Hotel and the other hotels of Hamilton and Sam Gilmer and John Knox Hamilton.



**Cottage 30 Marion St Rear of Driveway 1965**

John did not live alone in the cottage. He had a housekeeper, Mrs. Margaret Woodward who was living there when he died. We are not aware of when she started work with him.

In 1895, the year he bought 30 Marion St there was a report that Leonard Bradley was convicted and discharged of theft of some tomato plants belonging to John Hamilton. *"The prosecutor did not appear and his Worship advised the boy's father to give his son a whipping."*<sup>31</sup>

## **28 Marion Street**

John Hamilton was living at the 30 Marion Street cottage when he bought the next door property at 28 Marion Street. The Transfer was dated 23 March 1897. He bought it from the same people who sold him 30 Marion Street, Albert and Arthur Martin. He paid 279 pounds<sup>32</sup>. He purchased the property in the same month that he sold the hotel at Cobden but we do not believe there is any connection between the transactions.

The property had an area of 3069 square feet. It measured 9.5 metres (31 feet) by 30.14 metres (99 feet) The Council Valuation Rolls for 1906 and 1909 showed the property with a Capital Value of 1175 pounds and Unimproved Value 775 pounds.

As he did with 30 Marion St, on 26 February John applied for a permit to erect a new dwelling at 28 Marion St<sup>33</sup>. He again used architect William C. Chatfield. This was a much larger home than his cottage. It comprised an Entrance Hall and central Passageway three bedrooms, Drawing Room and Dining Room each 12 by 15 feet, two bedrooms 12 by 15 feet, a third bedroom 9 by 10 feet Bathroom, Lobby, Kitchen 10 by 13 feet and Washhouse and a Servants Room 8 by 8 feet.

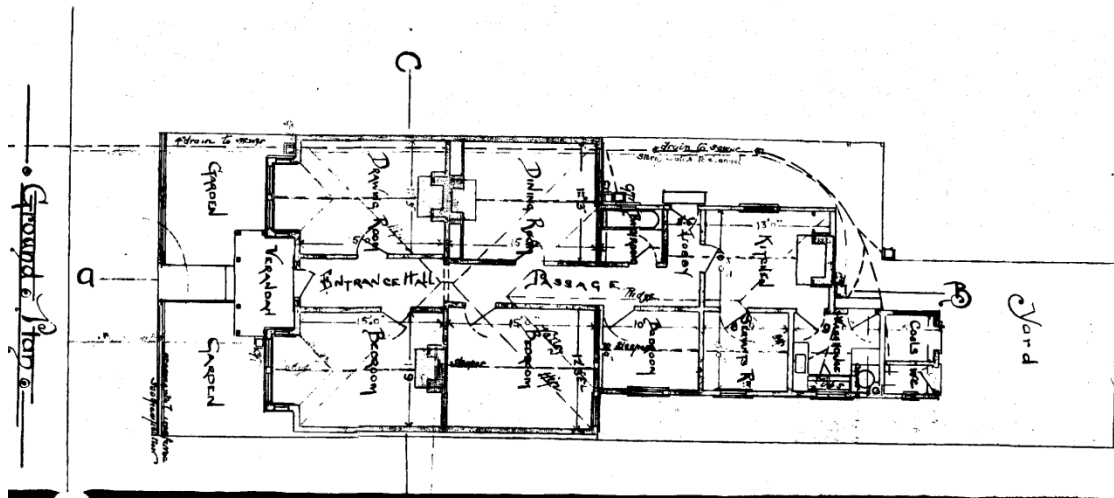
<sup>31</sup> Evening Post 12 November 1895

<sup>32</sup> CT86/139, Previous (CT38/248) Part Lot 31 DPS no. 582 Section 155, Transfer T28321

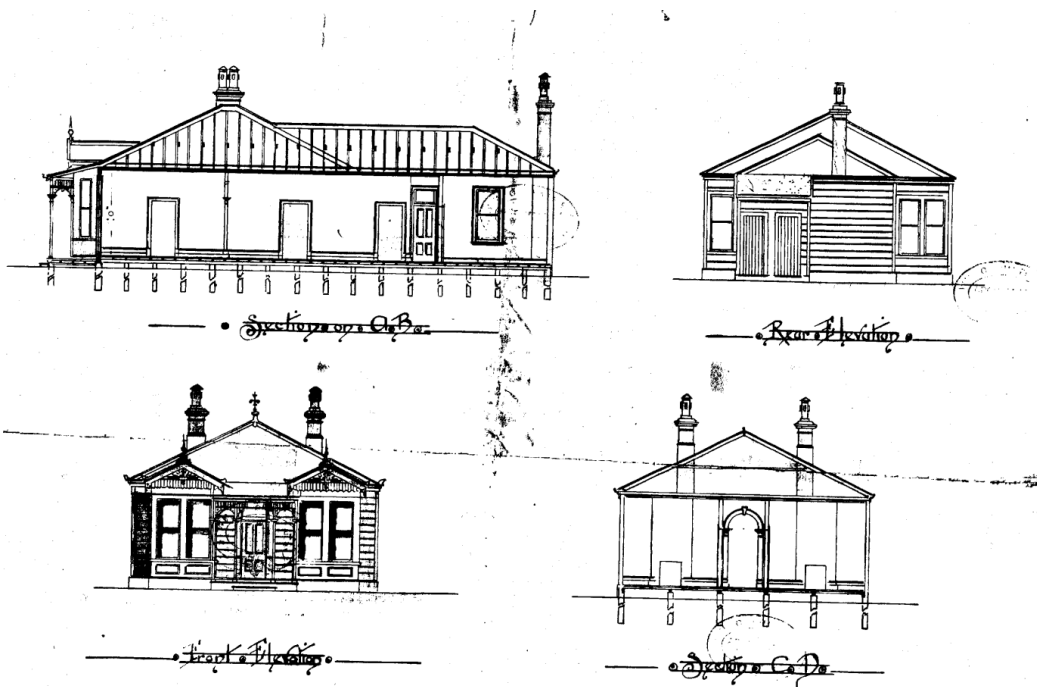
<sup>33</sup> WCC Archives File No.00053:35:2189

The Wise's Post Office Directory has some slightly different numbers to those mentioned here which are lot numbers taken from the land records. From 1898 to 1905 John Hamilton's entry was shown without a street number. In 1906 he is shown at number 26.

In the 1898/99 directory Sam Gilmer is shown at The Royal Oak Hotel but in the 1900 edition he is shown at 24 Marion Street. In December 1898 the Royal Oak was burnt down. It was rebuilt during 1899 and reopened in December. The details for the 1900 edition were collected during 1899 when Sam and his family were in temporary accommodation which was Uncle John's rental property next door to Blaney Cottage. At that stage Sam and his wife were in a brand new house. One wonders how much did Sam pay John?



Floor Plan 28 Marion St 1897



Drawings New Dwelling 1897



**28 Marion St 1965**