

## .4 The Imperial Hotel Story

### Introduction

John Hamilton retired to Wellington as an investor. However, this does not mean that he did not do some work in the hotel business at various times. His first major investment was in the Imperial Hotel.

John's entry into Wellington can be formally identified with the purchase of the freehold of the Imperial Hotel. The date on the transfer of title is 29 March 1883 but John was there earlier with Hamilton and Sam no doubt taking an interest in the major purchases of three first class hotels with the Gilmer Brothers name that occurred prior to the dissolution of the partnership. He also would have had a good look around before settling on his purchase.

In September 1882 there was a report<sup>1</sup> on the quarterly meeting of the Licensing Committee for the Te Aro District of Wellington. The committee considered the case for the transfer of the license for the Imperial Hotel from Daniel Toohill to John Hamilton. The police had previously inspected the hotel and some repairs had been sought. There was a minor technical matter but the police expressed no objection and the license was granted to John Hamilton. On 12 September<sup>2</sup>, John advertised for tenders for painting and paper hanging with a closing date of 14 September. It was clear he was already in possession.

### The Express Hotel Era Up to 1871

The Imperial was located at the Corner of Cuba and Garrett Streets. It was a small hotel on land measuring 33 by 78 feet or 2574 square feet. It had accommodation of 11 rooms exclusive of those used by the lessee and his family. The title shows the original land grant was made in 1858.

The Imperial began its life as the Express Hotel with the first license granted to David Barry at the Express on 28 April 1868<sup>3</sup>.

David Barry advertised that he would "*open the first class Hotel on Wednesday next 1<sup>st</sup> of July. No expense has been spared in fitting up this establishment*"<sup>4</sup> This could imply that there was already a hotel existing that he was doing up. However, by 1 December he was advertising<sup>5</sup> the lease of the hotel as he was preparing to leave the Colony.

Later in the month the owner of the freehold, James Chisholm an Undertaker from Courtenay Place, advertised the lease "*with immediate possession.*"<sup>6</sup> Soon after a further advertisement announced that there was to be an unreserved sale of furniture and effects of all the furniture and fittings.<sup>7</sup>

George Hislop became the new proprietor<sup>8</sup> but his lease also appears to have been ill fated. The License hearing was scheduled for 27 April and when the day arrived Mrs. Hislop appeared in the Magistrate's Court on behalf of her husband and explained that the reason for his absence was that he had gone to Otago on business and she did not expect him back. The Police opposed the granting of the license as there were repeated complaints

<sup>1</sup> Evening Post 8 September 1882

<sup>2</sup> Evening Post 12 September 1882

<sup>3</sup> Evening Post 28 April 1868

<sup>4</sup> Evening Post 27 & 29 June 1868

<sup>5</sup> Evening Post 1 December 1868

<sup>6</sup> Evening Post 9 December 1868

<sup>7</sup> Evening Post 6 January 1869

<sup>8</sup> Evening Post 18 January 1869

from neighbours of Mrs. Hislop's disorderly conduct. "*She was often intoxicated and not a fit person to keep a public house.*"<sup>9</sup>The Court refused the license but adjourned for a week to allow Mr. Hislop to appear. This did not occur and the License was granted to the owner of the hotel freehold James Chisholm.

Shortly after on 29 July 1869, Mrs. Jennie Lamont who was the licensee of the Panama Hotel announced<sup>10</sup> that she would be taking over the Express. This also did not last and on 4 January 1870 Mrs. Lamont advertised<sup>11</sup> the Hotel was for let. From the record of a licensing hearing on 26 July 1870, it seems that Mrs. Lamont had been refused a renewal of her license. The hotel had been shut up since 30 June but Mrs. Lamont continued to live in it which Mr. Chisholm advised the bench was because of bad health. The Bench ultimately granted the License to Mr. Chisholm on condition that he was not to transfer it to anyone else.<sup>12</sup> It appears the hotel continued to remain closed and on 25 April 1871 James Chisholm instructed that all the furniture and stock be sold at public auction as he had sold the hotel.<sup>13</sup>

A chequered history of four licensees in three years was a most uninspiring start for the Express.

### **The Imperial Hotel 1871 to 1882**

Mr. Robert Somerville purchased the freehold of the Express Hotel. At the License hearing on 2 May 1871 the License of the Express was transferred from James Chisholm to Robert Somerville. He was also authorized to change the name of the hotel from the Express to the Imperial.<sup>14</sup>

In view of the recent history of the Express, it was a good business move for Somerville to distance himself and the hotel from this past. However, it was only one of a number of things that he made to leave the past of the Express behind and start to build a good reputation for the Imperial.

Robert Somerville advertised<sup>15</sup> the hotel on a continuing basis with beer priced at 6d a quart with large advertisements appearing daily. He also ran Somerville's Imperial Livery and Bait Stables and hired horses and Buggies as John Hamilton had done at Cobden. By November 1873 he had dropped the word Somerville's and advertised<sup>16</sup> as Imperial Livery and Bait Stables. He was obviously trying to build the name of the hotel and there was a sense that he was a good manager and making progress.

However, in January 1874 after almost three years Somerville advertised the freehold and the hotel business were for sale.<sup>17</sup> In April 1874, William Hatch<sup>18</sup> was granted a transfer of the license with Robert Somerville retaining the freehold. Somerville also continued to operate the Imperial Livery and Bait Stables and appears to have a referral arrangement with Hatch for customers from the hotel. Hatch applied for a 12 o'clock license in 1875 but this was refused. There were signs that licensing regulations were tightening with a bias

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<sup>9</sup> Evening Post 27 April 1869

<sup>10</sup> Evening Post 29 July 1869

<sup>11</sup> Evening Post 4 January 1870

<sup>12</sup> Evening Post 26 July 1870

<sup>13</sup> Evening Post 25 April 1871

<sup>14</sup> Evening Post 2 May 1871

<sup>15</sup> Evening Post 5 June 1871

<sup>16</sup> Evening Post 26 August 1872

<sup>17</sup> Evening Post 10 January 1874

<sup>18</sup> Evening Post 28 April & 18 May 1874

towards large hotels able to offer more accommodation and manage a wider spread of hours.

Hatch's tenure was also to last three years. In March 1877 with his lease expiring, he instructed an auctioneer to sell, without reserve, all of his furniture and stock. Among the items for sale was a grand piano.<sup>19</sup>

Robert Somerville continued to own the hotel freehold but on 3 October 1876 again advertised this was for sale by auction on 9 October 1876<sup>20</sup>. The highest bid received was 1140 pounds with a reserve of 1700 pounds.<sup>21</sup>

A little over 2 years later, Somerville eventually found a buyer and sold the freehold on 16 December 1878 to William Donald and William Henri Pascoe. Donald and Pascoe were brewers who traded as Pascoe & Co under the brand of the Phoenix Brewery, Te Aro.

Their advertising showed they were "*Late of Staples*" indicating they had worked at Staples Thorndon Brewery.<sup>22</sup> Operating at the Te Aro end of the town there was always a doubt about the quality of their water compared with the good spring water that Staples were able to access at the northern end. However, by 1874 they had mains water supplied so that the quality of their production was greatly improved. The plant had also been upgraded using boiling by steam and they also had refrigeration.<sup>23</sup>

Pascoe & Co purchased a number of hotels and previously, in 1876, had purchased the leases of both the Army and Navy Hotel and the Albion within the space of three weeks. This brought editorial comment on the growth in the number of hotels owned by brewers. A condition of any lease entered into was that the lessee was to purchase beer from them. This arrangement is no different from the tied houses that exist today.

In October 1877 the tied house arrangement was tested when Donald and Pascoe brought a Supreme Court action against the lessee of the Prince of Wales Hotel to recover possession of the hotel, and 200 pounds damages, for the lessee's breach of the tied agreement. The defendant argued that the beer was bad and witnesses (brewers) for the plaintiff attested that it was not uncommon for beer to be returned and their cellar was as good as the average.

After three days, the jury retired at 11.30pm but at 3 am had not agreed. The solicitors agreed: "*Plaintiffs to withdraw the action on defendant paying to the plaintiff 100 Pounds towards plaintiffs' costs, defendant to take beer etc from the plaintiffs henceforth according to the covenants. All past breaches are to be waived by the plaintiffs. The action is to be settled on the above terms.*" This clearly locked in the principle of publicans and their hotels being tied to breweries.<sup>24</sup>

We believe that the licensee of the hotel after William Hatch in 1877 was a J. F. Evans although Salvatore Cemino's involvement was confirmed in September 1877. The title also shows Somerville leased the hotel to Cemino for seven years on 1 September 1877.

The license was transferred from Cemino to Albert Fisher on 4 December 1877 but Fisher's involvement was also very brief. In July 1878 he sold his interest in the lease to David Preston Player, who formerly was at the New Zealander Hotel. Player paid 1500 Pounds on

<sup>19</sup> Evening Post 23 March 1877

<sup>20</sup> Evening Post 3 October 1876

<sup>21</sup> Evening Post 9 October 1876

<sup>22</sup> Evening Post 19 June 1872

<sup>23</sup> Evening Post 21 February 1874

<sup>24</sup> Evening Post 22,23 & 24 October 1877

the lease which still had about 5 and a half years to run.<sup>25</sup> It was during Player's lease that Somerville sold the freehold to Donald and Pascoe.

Player proceeded to advertise his involvement at the hotel on a daily basis. He also as a "working man's hotel" and attempted to attract patrons by running sweeps on racehorses.

Player's lease was also of short duration and on 22 February 1879 he sold the lease to Daniel Edward Toohill. The title shows that Toohill took out a mortgage on the lease. This was common but it meant that small hotels, of which there were far too many in Wellington, had little chance of providing a return for the leaseholder. With a finance charge of over 300 pounds a year and the sale of beer at 3d per glass, the publican had little chance of providing a living for himself. Many sought extensions of hours from 10pm to midnight, as Toohill did at the licensing hearing on 3 June 1879. The bench took the view that every hotel which was "properly conducted" should close at the same time, 11 pm, and the application was granted.<sup>26</sup>

After a year, Toohill applied to transfer the lease of the Imperial back to David Player and the application was granted on 2 March 1880<sup>27</sup>. However, he transferred the lease back to Toohill in August 1880.<sup>28</sup>

It is difficult to comprehend the reasons for these short term holdings of the lease although the Licensing Committee had concerns with hotels being owned by brewers and in particular the practice of "dummy" licenses under which a number of hotels were in fact run by the brewery with the licensee being so in name only. The use of mortgages of the lease tended to show the licensees were at "arms length" but many of these were financed by business acquaintances of the brewery on behalf of the brewery.

### **John Hamilton's purchase of the Imperial Hotel**

Toohill continued to hold the lease until its expiration in September 1882 when the freehold was sold to John Hamilton. The License was also transferred to John Hamilton indicating that he was going to run the hotel.<sup>29</sup>

On 1 April 1880, two and a half years prior to John's purchase, the then owners of the freehold William Donald and Henri Pascoe called a meeting of *creditors "in the Grand Jury Room of the Supreme Court for the purpose of assenting to a deed of arrangement. The deed was assented to without any opposition and it was decided that the business would be carried on for nine months under the supervision of Mr William Waters during which creditors will receive 20 shillings in the Pound with bank interest added."*<sup>30</sup>

The statement of assets and liabilities showed the brewers owned six hotels including the Imperial which was in the statement was given a value of 2000 Pounds. It had been mortgaged for 1000 Pounds. By the time John Hamilton purchased the hotel William Donald had died, on 22 December 1881<sup>31</sup> and William Henri Pascoe was bankrupt.<sup>32</sup> William Richard Waters a Wellington accountant as their Executor and Trustee respectively.

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<sup>25</sup> Evening Post 12 July 1878

<sup>26</sup> Evening Post 3 June 1879

<sup>27</sup> Evening Post 28 February 1880

<sup>28</sup> Evening Post 2 March 1880

<sup>29</sup> Evening Post 8 September 1882

<sup>30</sup> Evening Post 31 March & 1 April 1880

<sup>31</sup> Certificate of title 16/43

John Hamilton was able to buy the hotel for merely 600 pounds<sup>33</sup> against the book value of 2000 Pounds. John immediately mortgaged the hotel for 1400 pounds to John Brady indicating that the mortgagee saw the value in the transaction.

Brady was the Licensee of the Thistle Inn (which still exists in Wellington today) and had held the license since at least 1874. He was colourful Irish character who had at least one charge for Sunday trading and another for taking a watch in pledge for a drink which was illegal. Both cases were dismissed and in the latter the police attested that he was a respectable publican. In 1879 he appeared in the Magistrate's Court being sued for 100 pounds for damages for an alleged assault. His side of the story was that the plaintiff refused to pay for drinks and used offensive language when asked to leave.



**The Thistle Inn 2009**

We believe that the style of the Thistle Inn was very typical of most early Wellington Hotels and the early Imperial Hotel would have looked very much the same.

### **The John Hamilton Years 1882 to 1897**

John Hamilton applied for the license and ran the hotel himself for about 12 months. This would have given him an idea of the nature of the trade that the hotel was doing and as well its turnover.

He renewed the license again in June 1883. The newspaper report referred to the hotel as "*Hamilton's Hotel (late Imperial)*"<sup>34</sup> although it is clear from subsequent events that the name was never changed. At the December quarterly meeting of the Te Aro Licensing Committee the license was transferred to Andrew Barry. Comments were made that "*Mr. Barry had considerable experience in the management of hotels and the police were satisfied with him.*"

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<sup>32</sup> Certificate of title 16/44

<sup>33</sup> Transfer 8477 CT 16/43 & 16/44

<sup>34</sup> Evening Post 8 June 1883

*Since he had taken charge of the house the place had been inspected and found to be in excellent order.*<sup>35</sup>

The title records that it was a seven year lease from 16 October 1883. Andrew Barry was to pay an annual rental of 338 pounds payable in equal monthly amounts. He arranged a mortgage of the lease with John and William Staples and Thomas Whyte Young. This was prior to the takeover of Staples Brewery by Hamilton Gilmer and his West Coast Syndicate.

Andrew Barry was a stable licensee with nothing eventful being reported apart from the birth of his daughter at the hotel in November 1885.<sup>36</sup> He applied and was granted the renewal of his Imperial 12 o'clock license in 1884, 1885, 1886 and again in June 1887. His tenure was free of controversy over the four year period and this must have been pleasing to John Hamilton.

The title records a transfer of the lease from Andrew Barry to Thomas Smith dated 25 August 1887. This was confirmed at the next quarterly Licensing Committee meeting in September where a permanent transfer of the license from Andrew Barry to Thomas Smith was granted with the police offering no objection.<sup>37</sup> On purchasing the Imperial lease, Thomas Smith mortgaged it to Andrew Hamilton. At this time Andrew was still only 31 years of age.

By March 1888, Emil Armstrong was advertising that he had purchased the lease of the Imperial. Smith had been at the Imperial for about 6 months.

Emil Armstrong had previously been at the Ship Hotel and the Imperial Hotel title notes the date of the transfer as 11 April 1888. The Licensing Committee granted the license in June but rejected his application for an extension of hours until midnight. The license was renewed the next year as an 11 o'clock license.

During Armstrong's lease, John Hamilton's mortgagee, John Brady, died. The Public Trust Office in administering Brady's estate requested the discharge of the mortgage by John which he did on 22 August 1889. A new mortgage was arranged.

After John Brady's death his wife Selina transferred the Thistle Inn license to George McBeth who was accused at the licensing hearing of being in the employ of the owner, that is, he was seen as a "dummy". McBeth was employed by Hamilton Gilmer who had bought the hotel from Selina Brady. It was later owned by J. Staples & Co Ltd.

Unfortunately Emil Armstrong died in 1889 and on 7 September of that year Mrs Armstrong applied to the Licensing Committee to carry on until the next meeting of the committee under the license of her late husband. Her application was granted. In February 1890, Emily Bertha Armstrong applied for the transfer of the license and the committee granted this application as executrix of the will of her late husband at its meeting in June.

Emily Armstrong sold her interest in the Imperial Hotel lease to Andrew Hamilton. This was reported by the newspaper and the same day Andrew advertised for tenders for a painter to paint the hotel. Also the same day his notice to apply for the license at the Imperial was advertised.<sup>38</sup> The Licensing Committee granted the license on 12 June 1890.

John Hamilton's initial seven year lease expired in October 1890 and a further lease was not established until the following year. This was also a seven year lease from 21 October 1891

<sup>35</sup> Evening Post 8 December 1883

<sup>36</sup> Evening Post 2 November 1885

<sup>37</sup> Evening Post 9 September 1887

<sup>38</sup> Evening Post 14 May 1890

due to expire in 1898. The title notes that this later lease lapsed and another does not appear to have replaced it. With Andrew at the hotel there would be no urgency for John to formalise the relationship.

Andrew was only at the hotel for about ten months and the was next proprietor James Crawford who was an experienced publican. In 1888 he held the license of the Central Hotel in the Hutt which was owned by J & W Staples. It was a fairly large hotel of 23 rooms.

In July 1889 he sold his interest in the Central and moved to Wellington where he obtained the license to the Branch Hotel in Lambton Quay and he left there in March 1891. On 11 April 1891 the newspaper reported that James Crawford had recently sold out of the Branch Hotel. He had taken a trip to Sydney and had just returned and purchased the Imperial Hotel, through Dwan Bros, had taking possession last night.<sup>39</sup>

At about this time a new Licensing Committee had been elected and it laid down its policy for the way it was going to operate during its three year term<sup>40</sup>. It was concerned with a number of issues. Its concerns were:

- its decisions would be carried out
- a classification of hotels into first and second class
- proper records to be kept of licensees names
- action to be taken on Sunday trading. Only one had been charged in the past 12 months although it was common practice
- publicans to refuse to serve young children
- dummy licensees in hotels owned by breweries
- single women ought not to hold licenses.

The Police Inspector did not agree with a number of these and made the point that the system would work better if it were backed up by the bench. This was clearly the case with Sunday trading when there were few cases brought and the fines were low and endorsement on the license did not appear to have any impact on future applications to the Bench. There was ample evidence that the licensing system needed tightening.

Crawford was at the Imperial Hotel for seven years until 1898 with his license being renewed annually. In February 1893<sup>41</sup> he was involved in a Supreme Court action involving a person being charged with stealing a clock from the hotel. Mrs Crawford had discovered the clock at the Central Hotel and, knowing it was stolen, told the licensee. The person was found guilty and sentenced to two years gaol.

Crawford patented the "*Crawford Starting Machine*". This was completed in 1894 and after the first public trials on the Hutt Racecourse in January 1895 it was adopted by the Wellington Racing Club.<sup>42</sup>

In January 1894 Crawford was charged with selling liquor on a Sunday to a person who was not a bona fide traveller. There was evidence from the barmaid and the land lady that the man had been refused liquor. The magistrate dismissed the case because the police evidence could not be corroborated. There was a further charge in August 1896 of selling liquor at a time the hotel was directed to be closed. After the evidence was heard this case was also dismissed.

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<sup>39</sup> Evening Post 11 April 1891

<sup>40</sup> Evening Post 5 June 1891

<sup>41</sup> Evening Post 4 February 1893

<sup>42</sup> Old Wellington Hotels Patrick Anthony Lawlor

A further charge of Sunday trading was brought in January 1898.<sup>43</sup> In this case the barmaid giving evidence was the same as in the previous cases. However the Magistrate “*was of the opinion that that the barmaid had not taken all reasonable precautions in regard to the statements that the men were travellers.*” He also commented “*that the evidence given by Mr Crawford had been unsatisfactory from beginning to end.*” Under these circumstances he felt a substantial fine was necessary. Crawford was fined 7 pounds and 2 pounds 15 shillings costs and the conviction would be endorsed on his license. The lawyer sought time to consider an appeal.

It looks as though Crawford thought he had been at the Imperial long enough as on 9 February 1898 he applied for a transfer of the license to John Pyke. However, in the previous year, on 6 May 1897,<sup>44</sup> John Hamilton signed a lease of the hotel to J Staples & Co Ltd, the brewery business of which his nephew, Hamilton Gilmer, was a Director and the largest shareholder. As it appears Crawford did not have a formal lease he was kept on by Staples for the time being. The title indicates that the transfer of lease from Staples to Pyke was for seven years from 10 February 1898.<sup>45</sup>

### **The Staples Era and rebuilding 1897 to 1940**

The hotel was leased to J. Staples & Co for a term of 21 years and 10 days from 21 October 1897. This was three times as long as any other lease previously recorded on the title. Staples & Co was a brewery. The lease agreement was signed by Hamilton Gilmer, and Martin Kennedy his friend and business associate from Greymouth who was the Managing Director of the Company.

The lease contained a clause that it had to be rebuilt as a “*substantial brick building*” after 18 years or if requested by the Licensing Committee<sup>46</sup>.

Originally the hotel was built about 1868. It was then a two storey timber building with twelve bedrooms upstairs, plus three sitting rooms with the ground floor occupied by a bar and a dining room. Most hotels of the time were timber structures and were similar in design. They probably looked very much like the Thistle Inn. Leasing the hotel for 21 years gave the Staples a long period to recover the investment in upgrading the premises.

For John Hamilton the lease provided an upfront payment of 1000 Pounds and an annual rent of 365 Pounds. The building was to be insured for 1200 Pounds so this lease payment was a significant return for John. The downside for him was that the rental was fixed for the 21 years of the lease. This was a substantial period of time to carry any inflation risk although at the end he would have a new hotel with the advantage of obtaining a higher rent for the next lease.

John would not have had any real concerns about the future. He was 74 years old when he signed the lease and would have been 95 when it expired.

The lease required the Company to spend 1500 Pounds on the erection of the new building and if more was to be spent then the lessor, John Hamilton, was to contribute up to 500

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<sup>43</sup> Evening Post 21 & 26 January 1898

<sup>44</sup> Certificate of title 16 /63 & 64, L3185

<sup>45</sup> Certificate of title 16 /63 & 64, L3479

<sup>46</sup> Certificate of title 16 /63 & 64, L3185

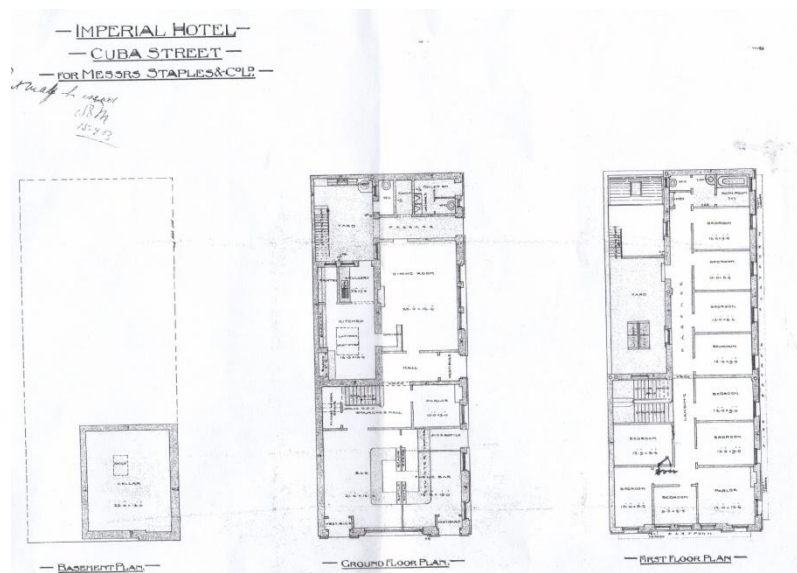
pounds. In return he would receive additional rent of 5 Pounds percent per annum or up to 25 Pounds pa.

In 1902 the police reported to the Licensing Committee *"that there were a number of licensed houses in this district are in such a state from age, decay and want of accommodation that the owners should arrange for rebuilding as early as possible."* The Imperial and the New Zealander leased to John Knox Hamilton were two of the seven named. It was also mentioned that there were several very old wooden hotels with small rooms which were a source of danger from fire.

On 8 June 1903 at the City Licensing Committee meeting there were comments made about the Imperial Hotel. It was *"a very small wooden house, two storeys, rooms small; has practically no accommodation except for drinking; furniture in fair order. The house is quite unfit to be licensed."*<sup>47</sup> The meeting adjourned without renewing the license.

In view of this, it was timely that on 26 August 1903 Donald McLean of 12 Hawkes St (thought to be an architect) wrote to the Wellington City Engineer applying for permission to *"erect the Imperial Hotel"* and attaching a one and a half page building specification. There were also plans provided by the architects for Staples & Co namely, Thomas Turnbull.

These plans indicated two options for the building. One shows the floor plan for two storeys and the other as three. From later documents we know that the building was erected as a two storey brick building. The only obvious comment from the council officers concerned the connection of storm water to the existing storm water system. The cost quoted for the building was 3185 Pounds, more than twice as much as envisaged in the 1897 lease. As a consequence, John would have contributed 500 Pounds and the rent would have increased by 25 Pounds to 390 Pounds per annum.



**Floor Plan Staples rebuilding**

<sup>47</sup> Evening Post 8 June 1903



Elevation to Cuba St



Elevation to Garrett St

The new hotel had a total area of 2600 square feet with a frontage of 33 feet to Cuba St and about 78 feet to Garrett St. It completely covered the site and had a total floor area of about 4700 square feet. It had a cellar of 570 square feet. This was rather small by the standards of the time although there were still a number of them of similar size. However, by today's standards it was very small.

Staples & Co sub lease to John Pyke lasted for four years when he transferred the lease to Edward Darby. Darby was a very short term lessee and in July 1902 he transferred to James Jackson. Jackson was the lessee during the rebuilding of the hotel and in March 1905 Staples produced a 5 year lease to him. However, the title shows that this lease lapsed and there was a transfer to Walter Julius Jorgenson who ran the hotel until 1910.<sup>48</sup> On 16 February 1910 Staples leased the hotel to Jerimiah Sullivan. His tenancy lasted about two and a half years and the subsequent lessees stayed for very short periods from 6 months to about 18 months.

On 2 August 1911 the title notes the death of John Hamilton and the appointment of the Public Trustee as Executor. The first transaction involving the Public Trustee was in 1918 when the hotel was again leased to Staples & Co for a further 5 years.<sup>49</sup>

This is contrary to John Hamilton's instructions in his Will:

*"As to my property in Cuba St Wellington on which the Imperial Hotel stands, and my two shops in Ingestre Street, Wellington, I direct my trustee to realize and convert the same into money upon the expiration of the lease granted by me of the said hotel (but not before) and to divide the net proceeds between my son Samuel Hamilton, residing in Victoria and my daughter Sarah Jane Burns of Newtownhamilton, Ireland in equal shares."*

At the time of John's death the Rate Valuation of the Imperial Hotel was Capital value 7290 Pounds, Unimproved value 4290 Pounds and the Value of Improvements was shown as 3000 Pounds.

The lease expiring on 1 November 1918 gave the Trustee his first opportunity to sell the property. As the hotel was retained the decision must have been taken in consultation with the beneficiaries. It seems very clear that they were very happy with the large increase in rent that was to be obtained and also to have a steady flow of funds from the leasing of the hotel.

Sarah Jane Burns died on the 30 April 1915 and her half share of the returns from the realization of the assets of John's estate and the lease of the hotel would have been shared by her surviving children according to the terms of her will. John Rainey Burns and James Alexander Burns were Sarah Jane's executors and they would have been involved in discussion of the matter with Sam Hamilton. We believe that John as the eldest took the lead role and was the dominating influence in the distribution of returns from the Estate.<sup>50</sup>

The Public Trustee gave Staples a further five year lease from 1 November 1918. This lease was the first renewal since the rebuilding of the hotel in 1905. Staples capital cost was more than twice as much as was envisaged when the 1897 lease was drawn up. However, with a 21 year lease gave Staples the opportunity to capitalize on the new facility for 13 years before a rent increase which reflected the enhanced value of the hotel and its business could be obtained by the Trustee on behalf of the beneficiaries.

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<sup>48</sup> Old Wellington Hotels Patrick Anthony Lawlor

<sup>49</sup> Certificate of title 16 /63 & 64, L 12995A

<sup>50</sup> Gertie Hathaway (nee Watt).

This lease provided a substantial increase in rent from 390 Pounds pa to 1716 Pounds pa reflecting the trade in the new facility as well as the changes in price levels since 1897. The hotel had not provided the estate with the best returns over this period but a new hotel was now in place offering better prospects. It is little wonder that the beneficiaries advised the Trustee that they were happy to retain possession of the hotel rather than proceed with the sale.

During the term of 1918 to 1923 lease, the sub lessees also were very short term. It was obviously difficult for them to make a living from the hotel despite the fact that it was new. A common feature was that each licensee mortgaged the lease and as well as have lease payments had financing costs to the mortgage holder. As indicated previously these circumstances could indicate the lessees were in fact managing the hotel on behalf of the brewery rather than themselves.

Another common feature from about 1911 until 1940 almost all of the mortgages were provided by Thomas Whyte Young and his brothers through their business, the Phoenix Aerated Water Company. Thomas Young was an Executor of John Knox Hamilton's will together with Andrew Hamilton.

After 26 years with Staples & Co as lessee, in 1923, the Public Trustee leased the hotel to Thomas Baxter. This lease was for 5 years from 1 November 1923 and Baxter paid a significant price. He paid an upfront 4000 Pounds described in the lease as a "*premium for Goodwill of License*"<sup>51</sup> as well as an annual rent of 1305 Pounds payable on the first day of each month. In cash terms this represented a 22% increase over the previous five year lease but in present value terms it was about 30% higher because of the large upfront payment.

Baxter was already sub lessee taking over in February 1923. He became the longest serving lessee in a long time by staying until October 1927. He transferred the lease to Mary Ryan, a widow, who stayed at the hotel three years with the Public Trustee giving her a 5 year lease<sup>52</sup> from 1 November 1928. Mary was to pay the same annual rent of 1305 Pounds pa as required by the previous lease but had to pay an upfront premium for goodwill of 5000 Pounds. This was a cash increase of 1000 Pounds or 200 Pounds pa.

There was a consistent improvement in the length of lessees' tenure in the post war period and the next lessee, James Oldridge, was to stay from October 1930 until November 1934. It is presumed that Oldridge paid the same annual rent as required under the lease to Mary Ryan. In 1934 the Public Trustee gave a new 3 year lease<sup>53</sup> to Edward Harnett from 1 November 1934. On this occasion there was no premium paid and the rent decreased for 1305 Pounds per annum to 1050 Pounds per annum. This was a 20% reduction and no doubt reflected the difficult economic times of the 1930's. The three year term was also the shortest lease term in a very long time.

Harnett was to renew this lease from 1 November 1937.<sup>54</sup> This lease was far more favourable to the estate with a substantial increase bringing an annual rental of 2600 Pounds payable quarterly in advance. Harnett stayed at the hotel until February 1940 when he transferred the lease to Rita Candy.

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<sup>51</sup> Certificate of title 16 /63 & 64, L15469

<sup>52</sup> Certificate of title 306/105, L 17927

<sup>53</sup> Certificate of title 306/105, L 20102

<sup>54</sup> Certificate of title 306/105, L 21313

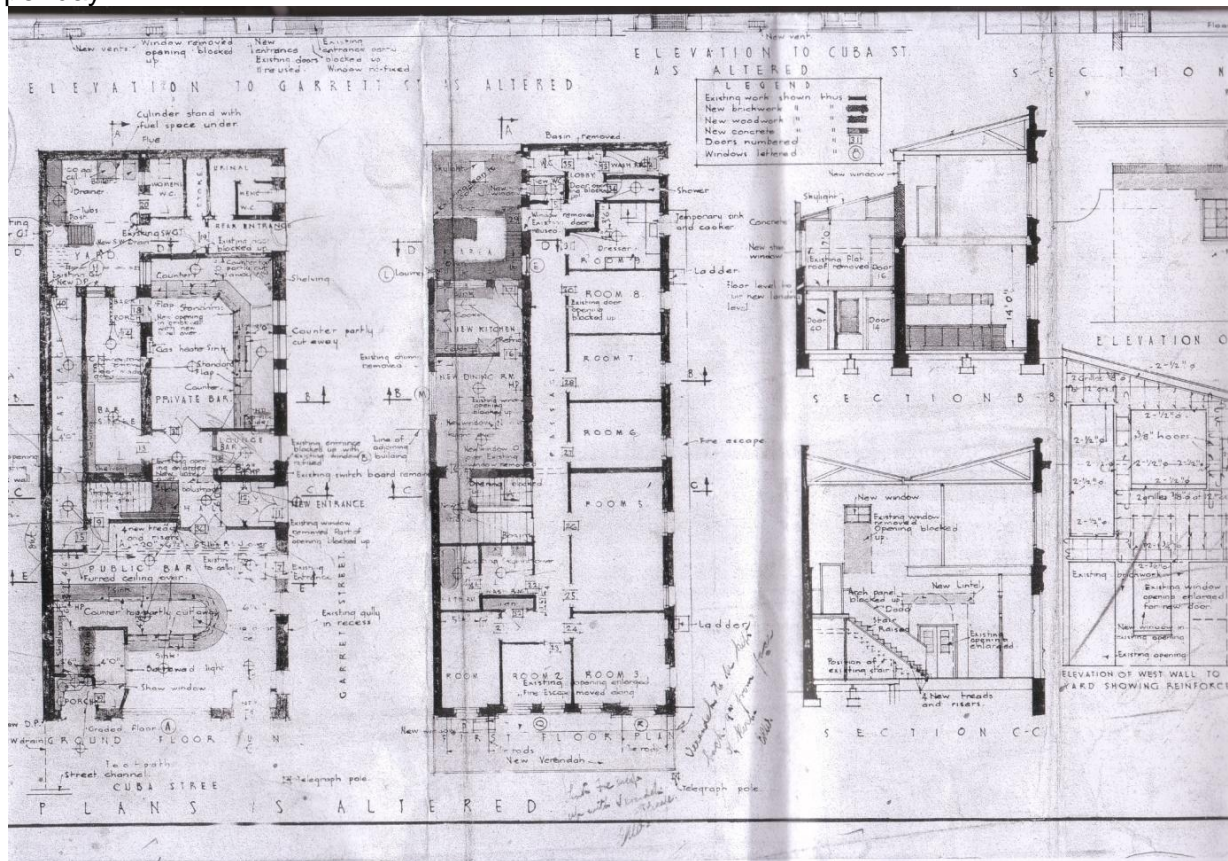
## Brewery Leasehold and Renovation and Renewal 1940 to 1956

On 1 November 1940 the hotel leasehold reverted to a brewery when the Trustee leased the hotel to New Zealand Breweries Ltd for a period of five years.

Additions and alterations were made to the hotel in 1941. These were made on the instruction of the Public Trustee. Architects John Swan & William Lavelle of 17 Grey St Wellington were employed to draw up the plans. The architects submitted comprehensive specifications to the Council covering some 53 pages. They organized for tenders to be let and the work was contracted to the Fletcher Construction Co. Ltd. The cost was estimated at 3200 Pounds.

The work involved alterations to the Public and Private Bars and new Kitchen and Dining Room. On the Ground Floor there was to be; *“alterations to the main entrance, removal of the Kitchen and Dining Room, and fitting up of 2 new bars and Bottle Store with Bar Store and passage.”* On the first floor: *“Additions to from new Dining Room and Kitchen, and fitting up new Bathroom, Washroom, extra W.C. and sundry incidental alterations.”* For the Exterior there was to be: *“New slung verandah to Cuba Street elevation with alterations to windows and doorways and sundry incidental work.”*

The time allowed for the work was fourteen weeks for completion but the work in the Public Bar was to be completed in four weeks. The penalty for non completion was to be 3 Pounds per day.



**1941 Proposed Plan**

On 23 July 1945 the lease was extended for a further five years from 1 November 1945. On the expiration of this lease there were two further leases each of three years to the brewery. The leases to the brewery made the Trustees work very simple and allowed them to take

their management fees with little administrative effort involved on their part. The brewery put in its own manager and there was no requirement to find a new lessee every three years or so.

Samuel Hamilton died on 6 March 1949 and under the terms of his will his half share of the returns provided from John Hamilton's estate was to be share equally among his children.

### **Return to Individual Leasehold and Finalization of Hamilton Involvement 1957 to 1966**

The hotel lease returned to individual rather than corporate ownership when a three year lease was obtained by Eric Francis Xavier Bell on 1 January 1957. At that time the lease was for 4500 pounds per annum. This was a rather nice return for the beneficiaries.

By this time the estate was beginning to be fragmented. Lizza Burns had died in 1950 and John Rainey Burns was to die in 1957 and two of Samuel's children, Dora and Bill were to die in 1961 and 1963, respectively. John Rainey Hamilton, Samuel's eldest child predeceased him dying in 1948 and his share of the estate was left to his two daughters Joan (Hamilton) Dunn and Jacqueline (Jill Hamilton) Walsh. Jill also died in 1956 leaving two children, Stephen and Peter Walsh.

In 1963, when the lease was being renewed the beneficiaries reluctantly agreed to a reduction in the yearly rental of 1000 Pounds to 3500 pounds because of the deteriorating state of the hotel. However, the lease was renewed by Eric Bell for a further 3 years from 20 November 1963.

In early 1966, with the lease due to expire later in the year, the Trustee sought technical advice on the cost of either (a) bringing the hotel to a standard such that a license would be granted or (b) bringing the hotel to a standard such that a tavern license would be granted.

There were many unsatisfactory aspects at the hotel and the conclusion of the consultant was that it would be impossible to comply with current requirements for a hotel license. There were also market reasons working against this option.

The consultant considered the building could be brought to the standard to get a Tavern License. However, significant changes were proposed with a broad estimate of cost of 22,000 to 23,000 Pounds provided.

On receipt of this advice the Trustee sought a market valuation and was advised that the hotel was worth about 28,000 Pounds as a going concern and 23,500 pounds for some other purpose.

Dr John Hamilton, Samuel's grandson was directly involved with discussions with the Trustee on behalf of the Australian beneficiaries. He met with the Trustee in March 1966 and he had told the trustees that it was the view of the Australian beneficiaries that the hotel should be put up for sale. The Trustees also advised "*...in terms of the will of the late John Hamilton there is a direction to sell the hotel and account to the beneficiaries for the proceeds.*"<sup>55</sup> It makes one wonder why it took the Trustee more than 50 years to reach this point!

On 7 June 1966 the Trustee wrote to the beneficiaries advising that a written offer had been received from Mr. W. G. Gaskin of 35,000 Pounds that would remain open until 4 July

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<sup>55</sup> The Public Trust Office New Zealand. Letter to Mr J. L. Hamilton 30 March 1966

1966. The trustee was in discussion with other parties but did not consider a higher price likely. There was no Rate Valuation carried out in 1966 but the valuation in place from 1964 had a Capital Value for the hotel of 23,000 Pounds and an Unimproved Value of 11750 Pounds. The subsequent valuation in 1969 gave a Capital Value of 32500 Pounds and an Unimproved value of 16250 Pounds. Using these figures as a benchmark the price offered was very good.

There had also been a recent inspection by the Inspector of Licensed Premises and his report had been referred to the Consulting Architects. The estimated cost of complying with most of the requirements was 15,000 Pounds and even then there were some that were considered impractical to comply with. The Inspector was of the view that *"in modern trading conditions a small metropolitan hotel can no longer exist economically."*<sup>56</sup>

The consultants repeated their view that a Tavern License should be sought. The Trustee requested authority to sell the hotel for 35,000 Pounds. The transfer to Walter George (Paddy) Gaskin was processed on 15 February 1967 ending 84 years of Hamilton ownership.

The flow of funds from John Hamilton's estate over the years was very beneficial. It helped Samuel to provide for himself and he was generous with his money in assisting his children. Education was a priority and it helped his son Bill gain a university degree in Engineering. It also helped Bill and Leo's children through good secondary schools with most completing university degrees.



**The Imperial Hotel 1965**

<sup>56</sup> The Public Trust Office New Zealand. Letter to Mr J. L. Hamilton 7 June 1966



**The Imperial Hotel 1975**

### **The Imperial Hotel Post Hamilton era<sup>57</sup>**

After taking over the hotel Gaskin set about drawing up plans to convert the hotel to a Tavern. These plans were lodged with the Wellington city Council on 24 November 1967 with the stated objective of commencing work in early 1968. Correspondence continued with the Council over the details throughout 1968 and it was not until 25 November 1969, a full two years after lodgment, that the City Health Inspector certified that all works had been completed and that there was no objection to the issue of a Tavern License. The license was issued on 10 March 1970.

On 24 August 1973 the hotel was inspected by the Council. A letter was sent to Paddy Gaskin notifying him that the hotel was an Earthquake risk and needed to be either demolished or undergo substantial structural strengthening.

He responded to the Council that he had spent 70,000 Pounds renovating the hotel to obtain the Tavern License, with Council agreement to the plans, on the basis that the building was in sound condition and should remain so. The council response of 17 October 1973 was that "there was no structural upgrading to confirm this point."

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<sup>57</sup> Wellington City Council Archives, 6/1577 and 6/3535

The sale by the Hamilton family beneficiaries in 1966 was clearly a sound decision. The Public Trustee had taken good advice and substantial spending was necessary to meet the continuing changes to standards that were occurring.

On 7 July 1976 Gaskin submitted plans to expand the Tavern by adding an additional Lounge Bar in the adjoining Numbers 150 & 152 Cuba Street which were now vacant. The final response on this issue was not until 6 March 1979 indicating that the alterations would not be permitted as the requirements for structural strengthening had not been addressed.

Walter Gaskin sold the hotel in August 1882 to Misha and Diane Petrovich.

They also owned the adjoining properties and therefore had numbers 148 to 152 Cuba Street. In September they submitted plans for a redevelopment. These were approved but the work did not proceed. A further redevelopment was proposed in March 1983.

By December 1984 this had been scaled down to a building of four and a half storeys and this received no objections. However, in January 1986 a further proposal was submitted this time for a building of 6 storeys. Ultimately the development proceeded and there is now a six storey building housing offices with retail shops along both Cuba and Garrett Streets. The property was sold to a developer Wyndham Properties on 4 July 1886.

EXTRACT FROM DOMINION 1-3-83

6/3535

148 Cuba Street

## Shops-flats

### plan gets keen response

A COMBINED commercial-residential high-rise development for central Wellington was eagerly received by city councillors yesterday.

The 10-storey proposal is earmarked for the corner of Cuba Street and Garrett Street and if completed will be a first in the heart of the city. The site is occupied by the Imperial Tavern.

The development envisages retail facilities on the ground floor, a first-floor tavern with carparking above, and 21 flats on the remaining seven levels.

A report to the town planning committee pointed out that not all aspects of the proposal conformed strictly with district scheme requirements. One snag was that part of the building would be in an industrial zone not allowing taverns or residential accommodation by right; another was the building's en-

croachment on land designated for a service lane.

But city planner Mr Ken Clarke said that while those and other aspects had to be resolved, the development was generally in line with the scheme's objectives.

"It's in line with what the city would like to see and encourage... residential accommodation above city buildings," he said.

Mayor Sir Michael Fowler described the proposal in one word: "Great".

When Sir Michael won the mayoralty in 1974, a major plank in his election programme was the revitalisation of the inner city by giving mid-city commercial developers incentives to incorporate accommodation in their projects.

But the developers were never persuaded, in spite of intensive mid-city building which

has since produced so many glass and concrete commercial ventures.

The committee's chairman, Cr Gavin Wilson, said negotiations would continue "full steam ahead" on the proposal. Meantime, officers will continue to examine similar but alternative schemes for the site.

Afterwards, Mr Clarke said the proposal, if successful, could act as a catalyst for other commercial-residential mid-city developments.

The developer, Mr Misha Petrovich, who owns the Imperial site, said he was sole promoter of the development. Whether the flats — 14 two-bedroom and the rest single-bedroom — would be rented or privately owned was still undecided. They might, he said, be a combination of both.



1983 REDEVELOPMENT PROPOSAL

## \$3m complex, Imperial goes

The Imperial Hotel in Cuba Street is to be demolished in January to make way for a \$3 million-plus shopping, tavern and apartment complex.

D L France Developments, of Lower Hutt, plan a four storey building, which will have shops on the ground floor, a tavern and restaurant on the first, 25 car parks on the third and 25 motel units or apartments on the fourth.

### Plans

That is stage one of the project. Future plans include building more floors on top, Mr Don France said.

His project, which has been planned for several years, has got Wellington

City Council approval to go right on the boundaries in both Cuba and Garrett Streets.

Mr France bought the site yesterday. It includes the hotel and the fruit shop next door, and cost more than \$500,000.

### June

The Imperial will come down in January and stage one should be completed 12 months later. The shops will be ready about June next year and the "up-market" tavern about August. The company is negotiating a lease.

The ramp for the car park will be in Garrett Street while the units will either be motels or serviced apartments for permanent residents.

### 1985 Development Proposa



Cnr Cuba & Garrett Sts 2009

