

5.6 TOTARA FLAT and HENRY GILMER

Henry was the third child of Hugh Gilmer and Margaret Dorothea (Dolly) Hamilton. He was born at 12 May 1839, at Mullaghanee.

We cannot be specific about the year Henry migrated to New Zealand, arrived or whether he came by himself. We do know that Henry was the only one of the Gilmer boys that did not have unclaimed letters at Otago in 1863. This indicates that he was not with his brothers at that time and probably came separately..

The earliest record we have found of Henry is from the 1869/70 Electoral Roll where he is shown at Mawhera Quay, Greymouth. By the 1871 Roll, Henry is also recorded as having land at Totara Flat. It is very likely that this was land held in his name on behalf of the Gilmer Brothers partnership.

Henry played a key role in the business with his brothers and John Hamilton in those early days but without being a leader. He was a support person who was trusted and could be relied on to keep the business running while others, his brothers Hamilton and Sam and John Hamilton were busy developing new activities and business relationships in Greymouth, Westport, Charleston and Ahaura. He had a much lower profile than all his brothers and did not appear to participate in broader relationship building in the business community.

In a case before the Magistrate's Court in 1867 there was a reference to *"Gilmer, the owner of the horse, had said that it had been hired out frequently in the past four or five months..."*¹ We believe this to be Henry and he was working at Hamilton's Hotel Cobden with the adjoining Hamilton's Stables and Horse Hire business. With this support John Hamilton was able to tend to other business that was current at Westport.

Henry was also with Hamilton Gilmer at Sweeney's Hotel. Two people were charged with having assaulted him in a case heard in the Resident Magistrate's Court at Greymouth on 16 March 1869. Henry had refused entry to two men at five o'clock in the morning so they smashed the windows with stones, forced their way in and *"struck Gilmer in the eye, knocked him down and both prisoners kicked him and tried to drag him out to the street saying "they only wanted five minutes".*²

A further nasty event was reported in December 1870. Henry was again working at Hamilton's Stables at Cobden when he was kicked by a horse. The newspaper reported:

"An accident of a very serious nature occurred to Mr. Henry Gilmer of Cobden on Sunday afternoon, it appears that the gentleman has a horse with a propensity to buck and unseat any person attempting to ride him. Determined to break him of this bad habit, Mr. Gilmer on the day mentioned, mounted him and was proceeding out of town. He, however, had only gone a short distance when the brute commenced to display his temper, and after a struggle succeeded in unseating his rider. As soon as it got him off, the horse kicked out with both hind feet, striking the unfortunate rider upon the bridge of the nose, smashing the bone in and terribly disfiguring him. The horse also struck him across the mouth cutting him severely and striking him several times on the body. After Mr. Gilmer was taken home, the services of Dr. Morice were called into requisition and Mr. Gilmer we are happy to hear was yesterday

¹ Grey River Argus 13 April 1867

² Grey River Argus 18 March 1869

*progressing favourably.*³ We do not have a photo of Henry to confirm that there was a permanent disfigurement to his face.

As mentioned earlier, on the 1871 Electoral Roll Henry is shown with 200 acres of land at Totara Flat. It is believed it was held more for the potential for what might be underneath or adjoining rather than its agricultural worth. This view is supported by number of later leases on land taken out by the Gilmers and John Hamilton in the area.

However, with a Horse Hire business and with a stock of a significant number of horses, believed to number around 150, land was needed for grazing and growing of feed. John Hamilton had purchased land at Cobden and this met the immediate need for grazing but the large parcel of land at Totara Flat offered the opportunity to harvest crops such as oats to feed the horses.

There are several records of land having been granted to Henry. These are complicated because of the very long delays in the administrative processes as we have seen in almost all cases. Essentially, there were no formal grants made prior to 1872 although people had been through processes which gave them the rights to their properties, the formalities took years to catch up.

While the land was initially in Henry's name it was not unusual for individual assets of the Gilmer Brothers partnership to be held in a number of different names and the conclusion we have reached is that the land was a Gilmer Brothers partnership asset.

In the early days at Greymouth, Henry appears to have been a member of the Gilmer Brothers partnership. For example, He was a signatory to the Dissolution of Partnership Notice with Patrick Flannery in 1869⁴ in the Harp of Erin Hotel at Greymouth and the Post Office Hotel at Westport.

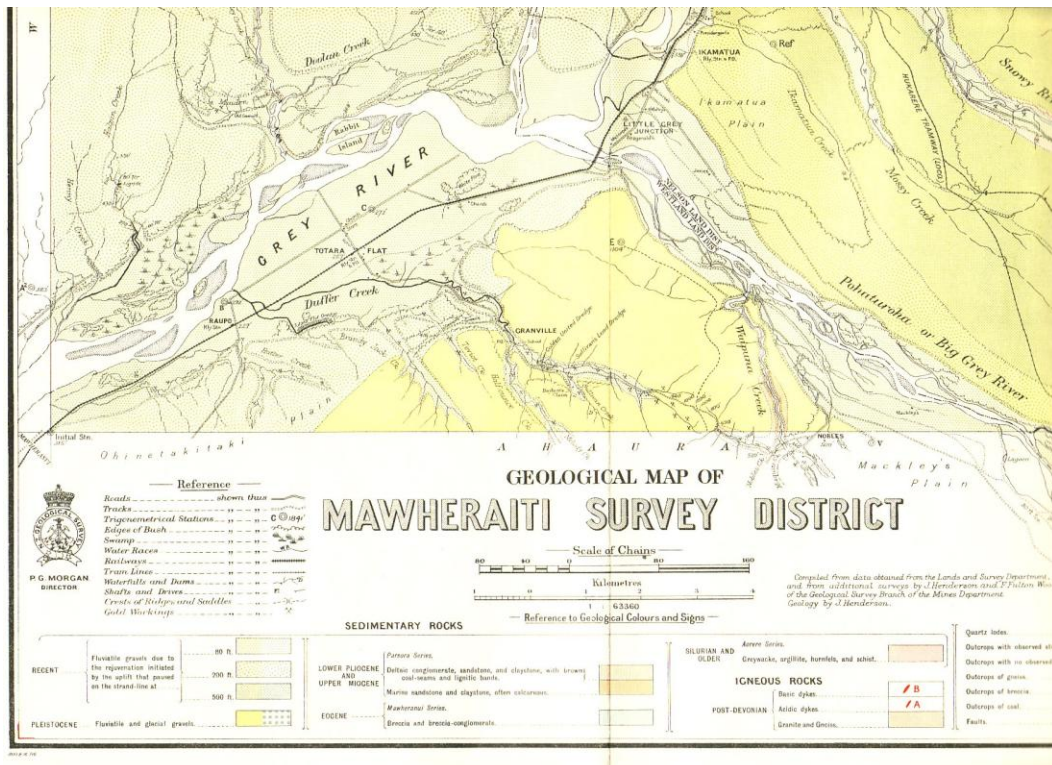
The newspaper recorded some details of various other land transactions. For example, on 15 August 1871 an H. Gilmer is among a number of people being issued with Crown Grants by the Commissioner for Crown Lands, Lands Office Nelson. We do not have other details but from the list of twenty names there are a number that can be identified as owning land in the Grey Valley and in particular at Totara Flat.⁵ Four of them, including Henry, were still there in 1897 some 26 years later.

In August 1873, the newspaper reported that Henry had applied for 115 acres on Sections 76, 77 and 78 at Totara Flat and paid a deposit of 2 Pounds 17 Shillings and 6 Pence. This implies an average of 38 acres per section. This application was granted and the Lands Office records a grant of the same land to Henry on 11 September 1889. Prior to this he had obtained Section 51. Henry continued to acquire land and by 1882 the Return of Free Settlers showed that he had 764 acres valued at 2,148 Pounds.

³ Grey River Argus 6 December 1870 and West Coast Times 14 December 1870

⁴ Grey River Argus 26 August 1869

⁵ Grey River Argus 15 August 1871



Survey Map Showing Totara Flat & Raupo

Henry married Martha Dent on 13 September 1873 at Coal Creek, Cobden. She was the daughter of James Dent the Overseer of Works for the Commissioner who would have worked next door to Hamilton's Hotel on Section 1 Cobden. They lived a few doors down from the hotel in Bright Street Cobden at Section 6. Martha had been born in Burnley Lancashire, England on 16 December 1854 so she was some 15 years younger than Henry and 19 years of age when they were married.

We believe Martha had worked at the hotel as a servant girl or maid and it was there that she met and got to know Henry. Martha had seen sufficient of life in a hotel at Hamilton's Hotel at Cobden and insisted that she would not live in a hotel nor be a publican's wife and shortly after they married they went to live on the land at Totara Flat. This did not mean that Henry did not continue doing hotel and other work for his brothers and also John Hamilton.

The Gilmer Brothers business activities expanded quickly and widely so they always needed assistance with their hotels and stables. Henry was very close to Ahaura and by 1874 Gilmer Brothers had leased 50 acres of land there on the Napoleon Road. (The lease was recorded in Sam Gilmer's name.) The land was described as "*Messrs. Gilmer Bros. (land) near the cemetery on the Napoleon Road. There is here a fine paddock of oats, the first crop upon the land, which is newly fenced in.*" It would be hard to imagine Sam or any of the others undertaking the farming activity of preparing the soil, sowing the seed and harvesting the product, when his brother, Henry, who had an interest in such work was so close at hand.

At the same time, Henry's harvest was also referred to as "*the first holding when Totara Flat is reached is that of Mr. Henry Gilmer. The oat crop is especially good here, and seeing the great extent of land (nearly 100 acres) under crop, it must be an extremely valuable one. It is*

*all in and safely stacked and housed.*⁶ This was probably Henry's first crop and he was fortunate. The following year persistent heavy rain disrupted the harvest and much of the crop was lost.

With such a large crop of oats and Gilmer Brothers having horses at a variety of locations from Greymouth and Cobden to Reefton, Henry had a ready market for his production.

Henry was called on to work at the hotel at Ahaura and he was only a half day ride from Cobden and Greymouth. In 1878 Henry was the contact for the employment of a servant girl at Cobden.⁷ Later, in 1880, Henry applied for the license of Hamilton's Hotel Cobden. The Court was told by the police that Mr. Gilmer did not reside on the premises and that the house was well conducted by Mr. Maxwell who was in charge. The license was granted on condition that Henry reside on the premises or else the license was to be transferred.⁸

Despite such extracurricular activities, farming was his major occupation. He had a relatively large holding which has been identified as covering: Sections 48, 49 & 50, 70, 71, 73, 74, 75, 76, 77, 78, 79, 156 and 157.⁹ These parcels have not yet formally traced to Henry. However, we have a document dated January 1904 applying for a lease of land adjoining "*my freehold sections 73, 74, 75, 76, 77, 78 and Pt 79.*" We have also identified him owning Sections 49 and 51.

Part of the land was located at Raupo which is a kilometre or so closer to Ahaura than Totara Flat, at the bottom of a hill which is still known as Gilmer's Hill. Henry's house was shown as being located on Section 73 on the 1904 application for lease of adjoining land. However, believe he had built his original home on the other side of the existing road.¹⁰

Henry was not a signatory to the dissolution of the Gilmer Brothers partnership¹¹ in 1882 and this means that he had left it at an earlier date. To leave and keep possession of the land he would have to buy some or all of what was a partnership asset. Henry was not wealthy and he borrowed the money and he continued to have a significant mortgage.

Between 1876 and 1882, Henry was mortgaged to Martha Kennedy, wife of Martin Kennedy, for 1,000 Pounds. This was discharged by Martin Kennedy.¹² This was a very large amount of money and must have been used for the building of his home and sheds as well as the purchase of stock and land.

It is of interest that fire destroyed the barn on the property in 1877 and the house had a narrow escape. The important point is that the editor of the newspaper referred to "*the barn of Messrs. Gilmer Brothers of Totara Flat.*" At least one person believed Gilmer Brothers still owned the property at that time.¹³

Some of Henry's land appears to have remained as a Gilmer Brothers asset at least until 1881. This is the case with 450 acres of freehold land on Pike's Plains which was offered for

⁶ Grey River Argus 26 February 1874

⁷ Grey River Argus 25 September 1878

⁸ Grey River Argus 2 June 1880

⁹ The Hotel that Sam Built By John Hewstone, Peter Sydor, Ian Cameron

¹⁰ John Hewstone, Nelson

¹¹ Grey River Argus 9 February 1882

¹² John Hewstone Nelson

¹³ Grey River Argus 26 October 1877

sale by Gilmer Brothers on 7 April 1881 at the same time as Gilmer's Hotel at Ahaura was offered for lease. The land was not sold at this time.¹⁴

Henry continued to farm these 450 acres as the land was advertised to be subject to the Cattle Trespass Act. *"After 8 January 1885 the provisions of the Cattle Trespass Act 1868 will be enforced on my land on Ahaura Plains known as 'Pikes Freehold', Mawhera-iti Survey District."*¹⁵ This was after the dissolution of the partnership so the land must have been leased from the one who obtained it in the partnership settlement or Henry had purchased it. The most likely person to have obtained the land was Sam Gilmer.

Henry might have been a farmer but he certainly acquired or leased land in addition to that mentioned above. For example, he advertised under the Cattle Trespass Act that he would claim damages from any trespass on his land. This was 170 acres on 19 Sections of Square 118 on the plan of Coal Creek Flat fronting the Main Road from Brunner to Cobden.¹⁶

Henry made little public impact unlike Hamilton or Sam Gilmer and there were very few references to his activities in the newspapers. However there were some:

- Henry was one of 27 well known signatories requesting the mayor to convene a public meeting to identify why the Cobden/Greymouth bridge had not been constructed.¹⁷
- Henry was one of a number of local farmers to support the granting of a license for the Globe Hotel to Annie Gillman.¹⁸
- Henry was charged and found guilty in the Resident Magistrate's Court of keeping infected sheep. He was fined 10 Pounds and 2 Pounds 13 Shillings costs.
- In 1893 Henry advertised to let *"the right of coursing and shooting over 780 acres at Raupo, Totara Flat and on Pike's Plains, Ahaura"*.¹⁹ This was probably to help get rid of vermin on his property.
- Henry claimed 170 Pounds damages from the council for removal of gravel and damage to fences.²⁰
- Significantly, later on Henry reversed his position on shooting and cautioned against trespassers and threatened to destroy all dogs found on his land *"owing to havoc amongst sheep and cattle."*²¹

By 1894 Henry was 55 years of age and obviously with a view to retirement he advertised his farm for lease. This seems strange as Henry still had six young children less than 13 years of age. The advertisement provides a significant amount of detail about the farm which consisted of 792 acres:

¹⁴ Grey River Argus 7 April 1881

¹⁵ Grey River Argus 17 December 1884

¹⁶ Grey River Argus 16 January 1879

¹⁷ Grey River Argus 22 February 1879

¹⁸ Grey River Argus 11 May 1883

¹⁹ Grey River Argus 28 March 1893

²⁰ Grey River Argus 2 August 1893

²¹ Grey River Argus 1 May 1899

*"The buildings consist of a five roomed dwelling, men's cottage, dairy, wash house, 5 stall stable, barn, 8 stall cowshed, hay loft and yard cart and implement sheds, stock yard, sheep yard, piggeries, orchard, garden etc."*²²

It is apparent that Henry did not find a lessee for the farm because some 14 months later the barn was destroyed in a fire. Henry's eldest son Hugh, who was living in a cottage 400 yards away noticed the blaze and ran to wake his parents. The barn was 10 by 25 feet with walls 14 feet high. It had cost over 180 Pounds but the insurance on the barn amounted to 30 Pounds. A new chaff cutter worth 40 Pounds was also destroyed and this was only insured for half that amount.²³

Later that year he also applied for the waters of Hatters Creek to be set apart for domestic purposes as they had been used for such for some twenty years. The waters had been diverted from Section 73 and they also crossed Sections 49 and 50.²⁴

Henry put his whole farm on the market in March 1896 and advertised a sale by auction on 30th of that month. It was advertised as having 810 acres. Comment was made by the editor *"The property is well known throughout the district and is admitted to be one of the best in the Grey Valley and offers a splendid opportunity to farmers and speculators."*²⁵ The advertisement described the farm as containing two parcels of land the first of 450 acres (more or Less) known as Pike's Plains. This is the land previously offered for sale in 1881 by Gilmer Brothers. The second parcel was the homestead "Raupo" consisting of 360 acres.²⁶

The land did not sell and it seems that Henry was testing the market or that he wanted a much higher price than had been offered. Some four years later an article appeared in the Grey River Argus that provides some background:

*"Some little time ago a report was abroad that Mr. Henry Gilmer, who has a farm at Totara Flat, which is auriferous ground, was offered 11 Pounds an acre for an option over the land. The actual fact is that Mr. Gilmer offered his farm of 360 acres for 12 Pounds an acre, with 300 paid up shares. But negotiations have not resulted in any arrangements so far. We understand that the average price given for freehold land in this district acquired for dredging purposes is 10 Pounds an acre; but all the land so acquired possesses little or no intrinsic value for any other purpose than dredging. Mr. Gilmer's land on the contrary is excellent for dairy farming and is quite clear of timber. As gold has been found both above and below Mr. Gilmer's property, it is exceedingly probable that he will yet obtain the terms which he demands to induce him to part with the property which is undoubtedly a promising one from a dredging point of view."*²⁷

It was clear that Henry was seeking a higher price but was not rushing into any sale. He was now highlighting the alternative use of dredging as a means of obtaining some additional leverage in selling the property. Eight months later he put the property on the market again. As previously he received some assistance with the sale from the editor of the paper, hopefully free of charge:

²² Grey River Argus 19 March 1894

²³ Grey River Argus 6 May 1895

²⁴ Grey River Argus 11 October 1895

²⁵ Grey River Argus 23 March 1896

²⁶ Grey River Argus 30 March 1896

²⁷ Grey River Argus 4 September 1900

“The sale of Mr. Henry Gilmer’s freehold property at Totara Flat is an announcement that is likely to attract a good deal of attention amongst capitalists and others interested in dredging, which may not improbably be more profitable than farming. As the property contains about 300 acres, there is room for three large sized claims. It is in the midst of dredging areas, and as all the ground in that neighborhood is well known to be auriferous, the freehold offers a good opening for speculators. For agricultural or dairy purposes the farm possesses every advantage and is well appointed in every respect. The offer will remain open for three weeks.”²⁸

The advertisement that follows from Mining Agent J W Jones, Ahaura reinforced the selling strategy by pointing out that the property was in the centre of dredging areas. Compared with the previous advertisement, the dwelling now had six rooms and the cow shed had 24 stalls.²⁹

Once again the property did not sell and it was offered for auction in the two parcels of 450 acres and 313 acres for the Homestead block.³⁰ However, the property was withdrawn from sale on 2 December 1902.

Throughout the period from 1902 both Henry and his wife Martha applied to the Westland Land Board for the lease of a number of parcels of rural land. These applications were refused mainly because the land was auriferous.

Both Martha and Henry died in 1906. Martha died on 22 February 1906 at her mother’s residence at Ashburton. Her father, James Dent, had retired there in 1871 where he had bought a farm of 1164 acres at Lauriston³¹. Henry, died shortly afterwards on 13 May 1906. A few days previously the Grey River Argus had mentioned that *“the health of Mr. Henry Gilmer of Totara Flat is such that it causes his family the gravest anxiety.”*³²

Henry’s Obituary³³ indicated he passed away after a long illness. In August 1905 he leased his farm to his sons and took up land in the Ashburton district. His health began to fail and he decided to return to Totara Flat and sold out at Ashburton. He left with his wife to follow later but Martha died unexpectedly. This had a great impact on Henry and his health and was confined to bed since her death. He had been cared for by his family and he passed away on his birthday. He left 11 children two of whom were in America when he died.

Henry was described as *“of a bright and happy disposition and made hosts of friends. He was honest and straight forward in all his dealings and none bore a better character than he did.”*

In contrast with his brothers Hamilton and Sam, Henry did not die a wealthy man. The value of his estate was 688 Pounds 12 Shillings and 5 Pence. Martha’s estate was valued at 251 Pounds 11 Shillings and 3 Pence. Her estate was finalized some five years after Henry’s and was the subject to penalty duties. This was probably because their youngest daughter needed to turn 21 before the estate could be finalized.

²⁸ Grey River Argus 17 May 1901

²⁹ Grey river Argus 22 May 1901

³⁰ Grey River Argus 7 November 1902

³¹ The Hotel that Sam Built John Hewstone, Peter Sydor, Ian Cameron

³² Grey River Argus 10 May 1906.

³³ Grey River Argus 14 May 1906

The total value of Henry and Martha's estates again raises the question of who owned their land. One would expect that it would have had a higher value by 1906. However, two of Henry's sons, Hugh and William, continued to farm at Totara Flat into the 1920's implying that, if they were in fact farming their father's land, it was now in their ownership

This is the last Will and Testament of me Henry Gilmer of Raupo in the County of Grey and Colony of New Zealand Farmer I hereby revoke all prior Wills and Testamentary writings heretofore made by me and declare this to be my last Will and Testament I give devise and bequeath all my real and personal estate of whatsoever kind and wheresoever situate to Hugh Gilmer of Raupo aforesaid and Samuel Gilmer of Raupo aforesaid upon trust to realise the same and after payment of my just debts and funeral and testamentary expenses to pay to my daughter Margaret Ann Gilmer the sum of Two hundred pounds free of legacy duty and to pay to my son the said Hugh Gilmer the sum of Two hundred pounds free of legacy duty and to divide the residue of my property in equal shares amongst my children Samuel Gilmer William Gilmer John Gilmer Ruth Gilmer Eliza Gilmer Mary Gilmer Laura Gilmer and the said Margaret Ann Gilmer and Hugh Gilmer I hereby empower my trustees to postpone the realization of all or any part of my estate until the said Laura Gilmer shall attain the age of twenty one years I appoint the said Margaret Ann Gilmer Guardian of my two daughters Mary Gilmer and Laura Gilmer during their minority and I appoint the said Hugh Gilmer and the said Samuel Gilmer Executors and Trustees of this my will In witness whereof I have hereto signed my name this twelfth day of April One thousand nine hundred and six

Signed by the said Henry Gilmer as and for his } Henry Gilmer
last Will and Testament in the presence of us present }
at the same time who in his presence and at his request }
have hereto set our names as witnesses &

Charles Goodwin
P. Streetkeeper Nelson

Henry Gilmer's One Page Will