

# JOHN BERNARD KILIAN: A WAIORONGOMAI PUBLICAN AND HIS FAMILY

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THE UNIVERSITY OF  
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*Te Whare Wānanga o Waikato*

## JOHN BERNARD KILIAN: A WAIORONGOMAI PUBLICAN AND HIS FAMILY

**Abstract:** *The Kilian family arrived in New Zealand from Capetown in 1864. Although a carpenter, Kilian moved to the new Thames goldfield four years later and was, briefly, a miner and a mining investor. Having returned to Auckland, he struggled financially during the 1870s in several occupations, notably as a publican, and had to file as a bankrupt. In 1881 he moved to Waiorongomai and was the landlord of the splendid new Premier Hotel. Once again he invested in local mining, but his financial problems led to a second bankruptcy, in 1884.*

*Members of his family were active in the social life of the community, but their happiness was shattered by the accidental death of the only son. After returning to Auckland, once more Kilian held several jobs and all the women of the family helped to run a boarding house. Although many young men at Waiorongomai flirted with the more popular of the two daughters, she married an Auckland clerk and shipping agent, but this marriage would end in a messy divorce, forcing her to flee the country with her lover.*

### FIRST YEARS IN NEW ZEALAND

On 18 October 1864, Johannes Bernadus Kilian, a carpenter aged 26, his wife Emily (really Emelia Hendrika), 20, and their six-month-old daughter Hendrina Annie arrived in Auckland from the Cape of Good Hope.<sup>1</sup> His wife had understated her age, as in July 1870 it was recorded as 29.<sup>2</sup> His first names commonly Anglicized as John Bernard, Kilian had been born in Capetown in 1839. Only five feet three inches in height, in 1900 he was unromantically described as being of ‘slight build’, with a sallow complexion, black hair, dark grey eyes, a thick nose, a pimple under his right eye, and a mole on his right cheek.<sup>3</sup> On his death certificate his mother’s name was unrecorded; his father was Johan Godlieb Kilian, a publican.<sup>4</sup>

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<sup>1</sup> Waikato Immigration Register of Contingent Land Payments and Transfers, folio 13, Lands and Survey Department, BAAZ 1967/1a, ANZ-A.

<sup>2</sup> Notices of Intentions to Marry 1870, folio 117, Births Deaths and Marriages, BDM 20/15, ANZ-W.

<sup>3</sup> *New Zealand Police Gazette*, 12 September 1900, p. 205.

<sup>4</sup> Death Certificate of John Bernard Kilian, 29 May 1905, 1905/8372, BDM.

Although allotted five acres at Waiuku upon arrival,<sup>5</sup> he did not settle there. In 1867 he was working in Auckland as a carpenter.<sup>6</sup> He moved to Thames in August 1868, taking out miners' rights for the Karaka Block in the names of 'Johannes B. Killian snr' and 'jr';<sup>7</sup> the latter was two days from his first birthday.<sup>8</sup> In October, with three other miners, he sold half a sleeping share in the Neptune, at Shellback Creek, for £50.<sup>9</sup> At the end of the following March, his right was transferred to Puriri.<sup>10</sup> In mid-June, in his son's name he acquired three-quarters of a share in a mine at Alabama Creek, Puriri, in consideration for his working a female investor's full share, Kilian to pay all working expenses and the transferee to pay her share of the crushing.<sup>11</sup> He had no further shareholdings. That his short time as a miner and mining investor was not very successful is suggested by his being sued in April 1869 over a debt of only £4 4s 11d.<sup>12</sup> His family was still living at Thames in March 1870,<sup>13</sup> but then returned to Auckland, where he became a carpenter once again.<sup>14</sup> Whilst at Thames he served in the Hauraki Rifle Volunteers, but his later claim for a land grant was declined because of insufficient service.<sup>15</sup>

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<sup>5</sup> Waikato Immigration Register of Contingent Land Payments and Transfers, folio 14, Lands and Survey Department, BAAZ 1967/1a; Register of Crown Grants 1865-1882, folio 210, Lands and Survey Department, BAAZ 1175/2, ANZ-A; *Auckland Provincial Government Gazette*, 9 March 1871, p. 44.

<sup>6</sup> Birth Certificate of Johannes Bernadus Kilian, 12 August 1867, 1867/13098, BDM.

<sup>7</sup> Thames Warden's Court, Register of Miners' Rights 1868, nos. 9532, 9533, BACL 14358/2a, ANZ-A.

<sup>8</sup> Birth Certificate of Johannes Bernadus Kilian, 12 August 1867, 1867/13098, BDM.

<sup>9</sup> Thames Warden's Court, Register of Agreements 1868, folios 401-402, BACL 14417/2a, ANZ-A.

<sup>10</sup> Thames Warden's Court, Register of Miners' Rights 1868, no. 9532, BACL 14358/2a, ANZ-A.

<sup>11</sup> Thames Warden's Court, Register of Deeds 1869, folio 240, BACL 14417/3a, ANZ-A.

<sup>12</sup> Thames Magistrate's Court, Plaint Book 1869-1871, 4/1869, BACL 13737/1a, ANZ-A.

<sup>13</sup> Thames Magistrate's Court, Evidence of E.H. Kilian in *Hamilton vs. Douglas*, 4 March 1870, Shortland Notebook 1870, BACL 13830/2b, ANZ-A.

<sup>14</sup> Birth Certificate of Henarika Dorotea Kilian, 23 February 1871, 1871/13754, BDM.

<sup>15</sup> Register of Military Land Claims under Act of 1889, no. 620, Lands and Survey Department, BAAZ 5519/1a, ANZ-A; 'Unsubstantiated Claims under the Naval and Military Settlers and Volunteers Land acts 1889, 1891, and 1892', *AJHR*, 1894, H-23, p. 17; 'Naval and Military Claims', *AJHR*, 1898, H-13, p. 18.

From 1873 until 1879 he was a messenger in the Auckland Post Office, becoming chief messenger in the latter year.<sup>16</sup> His years in Auckland were marked by financial difficulties. In October 1872, a solicitor warned that if 30s lent to Emily ‘some time since’ was not repaid, a hotel landlord would sue.<sup>17</sup> Just over a year later he was warned that if he did not pay £11 5s, for another man’s promissory note he had endorsed, he would be sued.<sup>18</sup> In June 1874 he was warned that unless this amount plus interest was not paid on the day he received the solicitor’s letter, he would be sued.<sup>19</sup> As he could not pay, in September he ‘became insolvent through becoming security for other parties’ debts’. His liabilities were £99 1s and his assets £57; as no creditors proved their debts, there was no opposition to his immediate discharge.<sup>20</sup>

In March 1876 he participated in ‘the regular monthly social re-union for the recreation of the inmates of the Lunatic Asylum. Described as ‘a gentleman of considerable experience in the art of legerdemain’, he ‘performed some extraordinary feats of magic and wonder, which quite took the audience by surprise, and amused the patients beyond expression’, as well as telling ‘some very good jokes’.<sup>21</sup>

In late 1879 or early 1880, Kilian became a greengrocer, briefly.<sup>22</sup> With the aid of his wife,<sup>23</sup> he then became a publican. In March 1881, he

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<sup>16</sup> Jackson and Russell to J.B. Kilian, 11 November 1873, Letterbook no. 10, p. 437, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Library; *Thames Advertiser*, 29 January 1879, p. 3; *Auckland Weekly News*, Supreme Court, 31 October 1874, p. 11, 3 May 1879, p. 18.

<sup>17</sup> Jackson and Russell to J.B. Kilian, 29 October 1872, Letterbook no. 9, p. 244, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Library.

<sup>18</sup> Jackson and Russell to J.B. Kilian, 11 November 1873, Letterbook no. 10, p. 437; Jackson and Russell to J.B. Kilian, 29 June 1874, Letterbook no. 11, p. 562, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>19</sup> Jackson and Russell to J.B. Kilian, 29 June 1874, Letterbook no. 11, p. 562, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>20</sup> *Auckland Weekly News*, 26 September 1874, p. 14, Supreme Court, 31 October 1874, p. 11; Supreme Court, Bankruptcy Minute Book 1873-1876, p. 37, entry for 29 October 1874, BBAE 5631/1a, ANZ-A.

<sup>21</sup> *Daily Southern Cross*, 11 March 1876, p. 7.

<sup>22</sup> *New Zealand Herald*, 10 April 1880, p. 6.

<sup>23</sup> See Maori Affairs Department, MA-MLP 1, 82/144, ANZ-W.

transferred the license of the Queen's Head Hotel, Karangahake Road, to another publican.<sup>24</sup> Three months later the license for the Provincial Hotel in Princes Street was transferred to him, and he ran it, assisted by Emily, for just over a year.<sup>25</sup> When applying for a renewal of the license in June 1882, the police described the building as 'simply a rattle trap, and a new place should be built'. The chairman of the licensing committee remarked that this statement 'was perfectly accurate, inasmuch as when the commissioners visited it, they were requested by those about the premises to take care that they did not fall through the verandah. (Laughter)'. The license was renewed on condition that the landlord erect a new hotel.<sup>26</sup>

His finances continued to be precarious. In October 1879, when still working for the post office, he was warned that he would be sued if £2 3s 6d, the balance of account owing to an auctioneering firm, was not paid immediately.<sup>27</sup> When bankrupted in the following April, his liabilities were £122 14s 3d and his assets were nil, according to a press report, but the latter were later estimated to be worth £44.<sup>28</sup> As he had not paid the auctioneers, a judgement summons was taken against him, to be heard in late March 1881. Solicitors for his creditors advised him 'to settle in the meantime and avoid the publicity the amount is small and the court will be sure to make an order seeing that the original debt is only £2-3-6 and you are the Landlord of such a Hotel as the "Provincial" '.<sup>29</sup> As Kilian promised to pay, the case did not go to court,<sup>30</sup> but in early April he was warned that

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<sup>24</sup> Licensing Court, *Auckland Weekly News*, 5 March 1881, p. 9.

<sup>25</sup> Licensing Court, *Auckland Weekly News*, 11 June 1881, p. 20.

<sup>26</sup> City East Licensing Committee, *Auckland Weekly News*, 10 June 1882, p. 9.

<sup>27</sup> Jackson and Russell to J.B. Kilian, 11 October 1879, Letterbook no. 19, p. 164, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>28</sup> *New Zealand Herald*, 10 April 1880, p. 6; 'Return of all Bankruptcies and Assignments since the Coming into Operation of the "Debtors and Creditors Amendment Act, 1878"', Supreme Court, Auckland, Bankruptcies, Legislative Department, LE 1, 1883/106, ANZ-W.

<sup>29</sup> Jackson and Russell to J.B. Kilian, 23 March 1881, Letterbook no. 21, p. 793, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>30</sup> Magistrate's Court, *New Zealand Herald*, 25 March 1881, p. 6.

if the amount was ‘not paid before noon today we must proceed’.<sup>31</sup> Two weeks later, he was reminded that two instalments were due and that ‘we must proceed if both are not paid today’.<sup>32</sup> Another fortnight later, he was reminded that £1 18s was still owing:

According to your arrangements five instalments of 10/- should have been paid before this: but only two have been paid. If the 30/- due in terms of your arrangement with us be not paid tomorrow we must issue a fresh summons. As it is hardly worth your while after having paid so much to be subjected to fresh costs we would advise you to call and settle.<sup>33</sup>

He did, because this was the last letter sent to him.

## MARRIAGE AND FAMILY

When Margretha Emelia (later Amelia) was born at the Cape of Good Hope in 1864, her mother’s name was Emelia Hendrika Koclive, a surname also recorded on Margretha Emelia’s marriage certificate.<sup>34</sup> Confusingly, upon arrival in New Zealand later that year the latter’s names were recorded as Hendrina Annie.<sup>35</sup> Her parents did not marry until July 1870, in a Primitive Methodist ceremony, when her mother’s surname was given as Rossee; Kilian was 31, and his bride was 29.<sup>36</sup> By then their only son had been born in Auckland, in 1867, and named after his father.<sup>37</sup> Their third

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<sup>31</sup> Jackson and Russell to J.B. Kilian, 6 April 1881, Letterbook no. 21, p. 850, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>32</sup> Jackson and Russell to J.B. Kilian, 20 April 1881, Letterbook no. 21, p. 894, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>33</sup> Jackson and Russell to J.B. Kilian, 3 May 1881, Letterbook no. 21, p. 995, Jackson and Russell Papers, MS 360, Library of the Auckland Institute and War Memorial Museum.

<sup>34</sup> Waikato Immigration, Register of Contingent Land Payments and Transfers, folio 13, Lands and Survey Department, BAAZ 1967/1a, ANZ-A; Marriage of Margretha Emilia Kilian, 23 January 1888, 1888/322, BDM.

<sup>35</sup> Waikato Immigration, Register of Contingent Land Payments and Transfers, folio 13, Lands and Survey Department, BAAZ 1967/1a, ANZ-A.

<sup>36</sup> Notices of Intentions to Marry 1870, folio 117, Births Deaths and Marriages, BDM 20/15, ANZ-W; Marriage Certificate of Johannes Bernadus Kilian [recorded as Killian], 1 July 1870, 1870/4437, BDM; *New Zealand Gazette*, 20 January 1870, p. 45.

<sup>37</sup> Birth Certificate of Johannes Bernadus Kilian, 12 August 1867, 1867/13098, BDM.

and last child, Henarika Dorotea, later commonly Dora, was born eight months after their wedding.<sup>38</sup> In recording these New Zealand births, the mother's maiden name was given as Rossee.<sup>39</sup> Kilian's death certificate tidied up these confusing and embarrassing facts by recording that he had been married in Capetown to Emily Rossee.<sup>40</sup>

### LIVING IN THE TE AROHA DISTRICT

Kilian's first miner's right for the Te Aroha district was taken out in late October 1881, just after the discovery of gold at Waiorongomai.<sup>41</sup> He did not leave Auckland until the following year, by early 1883 being a tobacconist.<sup>42</sup> He purchased a business site, allotment 88 of Block 4 at Waiorongomai, on 24 March 1882, for £50.<sup>43</sup> In April 1883 he mortgaged it for £700 to a Thames brewer, Louis Ehrenfried,<sup>44</sup> 'on condition that he built a hotel on it', which Kilian would furnish.<sup>45</sup> He had earlier applied for a liquor license for a new hotel at Waiorongomai to be named the Occidental, but in early June his application was refused on the grounds that the small population did not warrant another hotel.<sup>46</sup> Despite this ruling, the erection of a two-storey building proceeded, Kilian clearly expecting that Waiorongomai would so expand that he would be granted a license.<sup>47</sup> In July a gale blew down the walls and framework of his half-built hotel;

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<sup>38</sup> Birth Certificate of Henarika Dorotea Kilian, 23 February 1871, 1871/13754, BDM.

<sup>39</sup> Birth Certificates of Johannes Bernadus Kilian, 12 August 1867, 1867/13098; Henarika Dorotea Kilian, 23 February 1871, 1871/13754, BDM.

<sup>40</sup> Death Certificate of John Bernard Kilian, 29 May 1905, 1905/8372, BDM.

<sup>41</sup> Te Aroha Warden's Court, Miner's Right no. 1792, issued 26 October 1881, Miners' Rights Butt Book 1881, BBAV 11533/1h, ANZ-A.

<sup>42</sup> District Court, *Thames Advertiser*, 3 September 1884, p. 2.

<sup>43</sup> Te Aroha Warden's Court, Business Site Licenses Butt Book 1882-1884, folio 20, BBAV 11548/1e; Certified Instruments 1883, 111/366, BBAV 11581/3a, ANZ-A.

<sup>44</sup> See *Cyclopedia of New Zealand*, vol. 2, pp. 332-333.

<sup>45</sup> Mortgage between Louis Ehrenfried and J.B. Kilian, 6 April 1883, Certified Instruments 1883, BBAV 11581/3a, ANZ-A; District Court, *Thames Star*, 3 September 1884, p. 2.

<sup>46</sup> *Thames Star*, 29 January 1883, p. 2, 7 June 1883, p. 2; *Te Aroha News*, 9 June 1883, p. 2.

<sup>47</sup> Te Aroha Correspondent, *Waikato Times*, 19 June 1883, p. 2.

Ehrenfried then arranged for him to take over the Premier Hotel,<sup>48</sup> formerly run by Alfred Tunstall Ashley.<sup>49</sup>

In late August, he commenced business in the Premier Hotel 'with every prospect of success', according to the *Te Aroha News*,<sup>50</sup> The *Observer* Man expected that 'the K's will do well in their new hotel. Patience is a virtue, and they deserve a reward'.<sup>51</sup> By mid-October, he had thoroughly renovated it and was adding extra bedrooms, a billiard room, a commercial room, and a new coach house and stables to serve as the terminus for one of the coach lines.<sup>52</sup> He promised 'first-class accommodation. The stock of wines, &c, is of the best, and particular attention is paid to the cuisine'.<sup>53</sup> By mid-December, work was well underway to add the commercial room, bar parlour, and billiard room to the ground floor, with ten 'commodious' rooms above, making 30 bedrooms in all; a balcony would run along the entire Kenrick Street frontage. Once completed, Kilian would 'mark the event with a good spread to the miners'.<sup>54</sup> Although this occasion was not reported in the press, details of the hotel were provided, the *Waikato Times* praising its 'very creditable appearance'.<sup>55</sup> In March, after the furnishings were installed, the *Te Aroha News* described this locally designed hotel at length:

The two-storey addition will give an increase of 10 bedrooms, all of which are neatly and tastily furnished. A comfortable smoking-room, with French casements opening out on the balcony (which runs the whole length of the building) has been added upstairs; also private sitting-rooms. Any party, so desiring, can now have a private suite of rooms set apart for themselves. Altogether, some 30 beds are now available, and a noticeable feature of this hotel is that every bedroom is provided with a coil of rope attached inside near the window, as a means of escape in case of that scourge of

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<sup>48</sup> *Thames Advertiser*, 27 July 1883, p. 3; *Te Aroha News*, 28 July 1883, p. 2, 25 August 1883, p. 2; *Waikato Times*, 31 July 1883, p. 3; District Court, *Thames Star*, 3 September 1884, p. 2.

<sup>49</sup> See paper on the Roycroft brothers and two brothers-in-law.

<sup>50</sup> *Te Aroha News*, 25 August 1883, p. 2.

<sup>51</sup> 'Te Aroha', *Observer*, 1 September 1883, p. 12.

<sup>52</sup> *Thames Advertiser*, 9 October 1883, p. 3; *Te Aroha News*, 13 October 1883, p. 2, 20 October 1883, p. 3.

<sup>53</sup> *Waikato Times*, 25 October 1883, p. 2.

<sup>54</sup> *Te Aroha News*, 15 December 1883, p. 2.

<sup>55</sup> *Waikato Times*, 15 March 1884, p. 2.

all colonial towns, fire, breaking out, and the ordinary means of egress being cut off. A large bath-room will be at once erected. The dining-room at present comfortably seats 30, but can be easily enlarged at any time. The commercial room is in front on the ground floor, and measures 25x18ft, off which are a small coffee-room and snug parlour. The billiard room just added is worthy of special notice. Its dimensions are 24ftx18ft, with two windows back and front. A raised platform runs along one side for the convenience of on-lookers, for whom comfortable seats will be provided. The table itself should satisfy the most fastidious lover of the green cloth, being one of Alcock's best, and known as "Duke of Edinburgh" table. It is lighted by 6 double-burner lamps, suspended from a very handsome chandelier. Files of the leading newspapers will be kept in the commercial room. In fact, the accommodation and comfort now to be found at this hotel is of a really superior class; and under the present management we have no doubt it will receive its full share of patronage.<sup>56</sup>

Kilian held the license until early June 1884, when Ehrenfried took it over before transferring it to another local man.<sup>57</sup> Kilian forfeited the site in November that year for non-payment of rent.<sup>58</sup> Shortly afterwards, he was 'playfully wrestling with an acquaintance' in the hotel when he slipped and fell, bringing his opponent down on top of him and breaking his arm just below the shoulder.<sup>59</sup> He then became a licensed victualler in Te Aroha.<sup>60</sup>

Despite Kilian being a publican, his son was one of the earliest members of the Band of Hope,<sup>61</sup> a temperance movement for young people.

His wife also acquired a business site at Waiorongomai in 1883, and his elder daughter acquired two, probably as a dummy for her father.<sup>62</sup> They were not occupied.<sup>63</sup>

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<sup>56</sup> *Te Aroha News*, 8 March 1884, p. 2.

<sup>57</sup> Te Aroha Magistrate's Court, Register of Publicans' Licenses 1882-1892, entry for Premier Hotel, BBAV 11493/1a, ANZ-A; Licensing Meeting, *Te Aroha News*, 27 June 1885, p. 2.

<sup>58</sup> Te Aroha Warden's Court, Rent Ledger 1881-1900, folio 5, BBAV 11501/1a, ANZ-A.

<sup>59</sup> *Waikato Times*, 29 November 1884, p. 2.

<sup>60</sup> *Thames Star*, 12 July 1884, p. 3; *Te Aroha News*, 15 November 1884, p. 2, Magistrate's Court, 8 August 1885, p. 2.

<sup>61</sup> *Te Aroha News*, 24 May 1884, p. 2; *Auckland Weekly News*, 31 May 1884, p. 20.

<sup>62</sup> Te Aroha Warden's Court, Licenses for Business Sites, folios 66, 69, 95, BBAV 11291/1a; Transfer dated 9 June 1885, BBAV 11581/6a, ANZ-A.

## INVESTING IN MINING AT WAIORONGOMAI

In January 1882 Kilian was awarded a share in the Comstock.<sup>64</sup> In April he was one of four owners of the Three Fools, with 3 3/4 shares. He managed to sell most of his interests for £135 before the remainder went to the Waiorongomai Gold Mining and Quartz Crushing Company in March 1883.<sup>65</sup> Also in April 1882 a publican applied for possession of his Provincial claim, named after his Auckland hotel, for non-working, but his application was 'refused on ground that application is collusion to avoid forfeiture'.<sup>66</sup> In December, a leading mine manager, Charles Henry Wilson,<sup>67</sup> applied for its forfeiture on the same grounds; in lieu of forfeiture, Kilian was fined 20s and costs.<sup>68</sup> Just before this decision, Kilian was awarded sole ownership of the Provincial, which was amalgamated with Wilson's Provincial Extended the following month to form the Provincial Amalgamated. In April 1883, their interests were transferred to the Waiorongomai Company.<sup>69</sup> Kilian's interests in the Three Fools and Provincial meant that he was allotted 2,725 scrip shares.<sup>70</sup> Sensibly, he sold as many as he could, having only 30 in December the following year, when by failing to pay a call they were liable to forfeiture.<sup>71</sup>

In March 1882, just before settling at Te Aroha, his wife was interested in the mines, as the *Observer* Man recounted:

<sup>63</sup> Te Aroha Warden's Court, Notice of Forfeiture of Business Site Allotment 130 Block 6 Waiorongomai by E.H. Kilian, 18 October 1887, BBAV 11583/3a, ANZ-A.

<sup>64</sup> Te Aroha Warden's Court, Plaintiff Book 1880-1898, 90/1881, BBAV 11547/1a, ANZ-A.

<sup>65</sup> Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 64, BBAV 11500/9a; Transfers and Assignments 1882, nos. 251, 252, BBAV 11581/1a; no. 536, BBAV 11581/2a; no. 87, BBAV 11581/3a, ANZ-A.

<sup>66</sup> Te Aroha Warden's Court, Plaintiff Book 1880-1898, 36/1882, BBAV 11547/1a, ANZ-A.

<sup>67</sup> See *Thames Advertiser*, 7 October 1876, p. 3, 3 May 1877, p. 3, 20 October 1877, p. 2, 29 October 1877, p. 3, 31 October 1877, p. 3, 12 July 1880, p. 2, 30 July 1881, p. 3, 20 February 1882, p. 3, 27 September 1882, p. 3, 4 March 1886, p. 3, 4 April 1889, p. 2.

<sup>68</sup> Te Aroha Warden's Court, Plaintiff Book 1880-1898, 96/1882, BBAV 11547/1a, ANZ-A.

<sup>69</sup> Te Aroha Warden's Court, Register of Te Aroha Claims 1880-1888, folios 275, 278, BBAV 11567/1a, ANZ-A.

<sup>70</sup> *New Zealand Gazette*, 31 May 1883, p. 722.

<sup>71</sup> *Te Aroha News*, 20 December 1884, p. 7.

To the rough and hardy digger the ascent of the now famous golden mountain is a task of no mean difficulty, and for a lady to attempt such a journey requires an amount of pluck and endurance not often to be found in lovely woman, yet this rare feat has lately been performed, the great lever being curiosity to see the rich gold in the New Find claim. About a week ago, Mrs Kilian, of Auckland, accompanied by another lady and her husband, set out upon their journey, part of which was performed on horseback on the new track, the remaining part of the ascent had to be climbed. After some hours of perilous up-hill work the party at last reached the Prospectors' Claim and were rewarded by seeing some very rich specimens of golden quartz that had been unearthed that morning. Golden stone was also seen in several other mines and a grand view (obtained from the very peak of Te Aroha) which for extent and beauty cannot be surpassed. The mountaineers arrived back at the plain below in safety, and although considerably fatigued, were delighted at having accomplished such a difficult journey, one which will be remembered and spoken of for many years. Mrs Kilian brought several specimens back to town with her.<sup>72</sup>

Although she did not acquire any shares in the New Find, in the previous month she had purchased one share in the Hero for £10; when it was transferred to the Hero Company she received 800 scrip shares.<sup>73</sup> In March she purchased a half share in the Golden Hill for £20, a quarter share in the Nevada for £10, and a full share in the Agnes for £20;<sup>74</sup> by failing to sell these interests in worthless claims, she lost her investments.

In 1882, when Margretha Emelia was 17, she purchased an interest in the Little Jimmy, probably as a dummy for her father, selling it for a quick profit of £5.<sup>75</sup>

## MORE FINANCIAL PROBLEMS

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<sup>72</sup> 'Te Aroha', *Observer*, 18 March 1882, p. 9.

<sup>73</sup> Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 10, BBAV 11500/9a; Transfers and Assignments 1882, no. 110, BBAV 11581/1a, ANZ-A; *New Zealand Gazette*, 1 June 1882, p. 800.

<sup>74</sup> Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folios 12, 27, 35, BBAV 11500/9a; Transfers and Assignments 1882, nos. 109, 111, 112, BBAV 11581/1a, ANZ-A.

<sup>75</sup> Te Aroha Warden's Court, Register of Licensed Holdings 1881-1887, folio 25, BBAV 11500/9a; Transfers and Assignments 1882, no. 557, BBAV 11581/2a, ANZ-A.

In May 1882, Kilian was ordered to pay £1 7s 10s owing to a carpenter.<sup>76</sup> As he did not, a judgment summons meant he had to pay £1 19s 10d plus costs.<sup>77</sup> The following May, a surveyor unsuccessfully sought £1 10s.<sup>78</sup> In October, in a row over the contract to erect his hotel, a builder sued for £75, but withdrew his claim; Kilian countered by suing for £83 19s but withdrew this at the hearing when the builder's suit for £100 for breach of contract was dismissed.<sup>79</sup> In January 1884, a storekeeper sought £10 14s 5d and was awarded £8 5s 11d, and Kilian was ordered to pay a lawyer £10 9s 8d.<sup>80</sup> Only after distress warrants were issued did he pay.<sup>81</sup> Two months later, he sued two men, but as he did not appear in court the cases were struck out.<sup>82</sup> At the same hearing he was ordered to pay £20 owed to a carpenter.<sup>83</sup> In April, a butcher, Robert Mackie,<sup>84</sup> sued for £23 18s 7d; as Kilian ignored the order to pay, a judgment summons was taken out against him, but after being adjourned twice it was struck out because neither man appeared in court.<sup>85</sup> At the end of May, a Thames firm sued because a cheque for £12 2s 5d had been dishonoured. In July, after a judgment summons was issued, he was ordered to pay in instalments of £1 a week or

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<sup>76</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 24/1882, BCDG 11221/1a, ANZ-A.

<sup>77</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, Judgment Summons applied for on 29 August 1882, rehearing of 24/1882 on 12 September 1882, BCDG 11221/1a, ANZ-A.

<sup>78</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 52/1883, BCDG 11221/1a, ANZ-A.

<sup>79</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 150, 170, 174/1883, BCDG 11221/1a, ANZ-A.

<sup>80</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 8, 12/1884, BCDG 11221/1a, ANZ-A.

<sup>81</sup> Te Aroha Magistrate's Court, Home Warrant Book 1883-1928, 3, 4/1884, BBAV 11498/1a, ANZ-A.

<sup>82</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 87, 88/1884, BCDG 11221/1a, ANZ-A.

<sup>83</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 90/1884, BCDG 11221/1a, ANZ-A.

<sup>84</sup> See paper on his life.

<sup>85</sup> Te Aroha Magistrate's Court, Civil Record Book 1881-1884, 99/1884, Judgment Summons heard on 27 May 1884, 24 June 1884, 5 August 1884, BCDG 11221/1a, ANZ-A.

be imprisoned for one month.<sup>86</sup> The following day, he filed as bankrupt,<sup>87</sup> for the third time.

Kilian told the court that, when a tobacconist about 18 months previously, he had mortgaged his Waiorongomai section to Ehrenfried 'on condition that he built a hotel on it', Kilian to furnish it.

Mr Ehrenfried built the hotel, but it was blown down, and in consequence he lost £200. Mr Ehrenfried then put witness into another hotel, at a rental of £3 per week. Had been in it a little over 12 months; it paid well at first, but business fell off during the miners' strike, and boarders did not pay up. About this time he was also pressed for an old debt, on account of a bill he had endorsed for a man seven years previously, and for some other debts which he thought he had settled for, but for which judgments were obtained against him,

forcing him to file. 'He attributed his insolvency to the strike and the general depression of Te Aroha. Had he been allowed time he could have paid his creditors'.<sup>88</sup> Owing to gaps in the bankruptcy records, how much he owed is not known nor how much his creditors received, but his discharge was not granted until August 1887.<sup>89</sup>

In August 1885, he gave evidence in a case brought by an Auckland accountant against John Frederick Cocks, a 'trader',<sup>90</sup> the result of Kilian obtaining a promissory note. The evidence revealed both the financial vagueness of all involved and Kilian's financial problems. Cocks gave evidence first:

Remember endorsing a P.N. for J.B. Kilian at the time you went in to the Premier Hotel, Waiorongomai, about Aug. 11th, 1883. The amount of the bill was £32; term, 3 months. The bill was

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<sup>86</sup> Thames Magistrate's Court, Civil Record Book 1883-1885, 119/1884, Judgment Summons heard on 11 July 1884, BACL 13735/2a, ANZ-A.

<sup>87</sup> *Thames Star*, 12 July 1884, p. 3.

<sup>88</sup> District Court, *Thames Star*, 3 September 1884, p. 2.

<sup>89</sup> Thames Magistrate's Court, Mackaytown and Thomas Letterbook 1876-1896, folio 1214, BACL 14458/1b, ANZ-A.

<sup>90</sup> See *Waikato Times*, 8 January 1881, p. 3, advertisement, 8 February 1881, p. 4, 19 June 1883, p. 2, 19 July 1883, p. 3, 9 January 1886, p. 2; *Te Aroha News*, 16 June 1883, p. 3, 23 June 1883, p. 3, advertisement, 7 November 1885, p. 7, 13 July 1889, p. 2.

delivered to John Abbott [a moneylender] of Auckland.<sup>91</sup> Never saw the note afterwards, and never received any notice of its being dishonoured, but knew it was not paid. W[illiam] Wilson [a draper]<sup>92</sup> told me he held the bill on behalf of John Abbott, and said he had to fix it up. He afterwards told me the bill had been renewed and that I was clear of it. Heard nothing more of it until I received claim and present summons. I was to receive consideration for endorsing the bill, but did not.

J.B. Kilian, publican, at present residing at Te Aroha, sworn: Remember in August 1883 being in need of money, and being offered a loan by John Abbott I got £25 from him, signing a P.N. for £32 for three months which Cocks endorsed. The bill was never presented when due. Went to the Bank of New Zealand, Te Aroha, where it was made payable, but they did not appear to know anything about it. W. Wilson came to me some days before it was due and told me he had been instructed to see about it. Went and saw him, and he told me that he could not do anything unless he renewed it, endorsed with a fresh name, which he would try to do it I gave him £7 and got a fresh name. I signed a new bill, endorsed by Louis Kalman [storekeeper and draper],<sup>93</sup> I am not sure for what amount, and gave it to Wilson together with £7. Did not get back the old bill.

Wm. Wilson, draper, Te Aroha, sworn: Know of transaction between Cocks, Kilian and Abbott, being amount £32. The bill was made payable to Abbott, signed by Kilian and endorsed by Cocks. The bill was paid subsequent to maturity by me; Cocks coming to me and asking me to assist him. Cocks was to refund me the £32 as soon as possible. Subsequently Kilian came to me with a P.N. for £25. Don't think anything was said about Cocks, but I said I would not give up the original bill at that time. I positively swear that the body of this £25 bill was in Cocks' handwriting. I took this £25 bill only for collection, and in part payment of the original bill. Prior to taking this latter bill I had received some money on account from either Cocks or Kilian when both were together; am not sure of the amount. Altogether I received on account of the original bill £22. I paid the original bill away having £10 due on it to Mr Dye of Auckland, accountant to Messrs Hughes and George in payment of my liability to them. I owe Dye, personally, nothing. Am not and never was agent for Abbott, but simply took up the bill referred to at Cocks' request as

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<sup>91</sup> See *Cyclopedia of New Zealand*, vol. 2, pp. 194, 423; *Observer*, 19 January 1901, p. 9.

<sup>92</sup> See *Thames Advertiser*, 3 October 1881, p. 2, 19 April 1882, p. 3; *Waikato Times*, 19 November 1881, p. 2, 4 July 1882, p. 2; *Te Aroha News*, advertisement, 21 July 1883, p. 3, 13 October 1883, p. 3, advertisement, 5 June 1886, p. 7.

<sup>93</sup> See District Court, *Thames Advertiser*, 4 February 1885, p. 3.

he was being pressed for the money at the time. I paid over the amount of the bill myself, and received the bill from Burgess.

Geo[rge Augustus] Burgess,<sup>94</sup> agent for Bank of New Zealand, Te Aroha, sworn: Stated he had searched the bank's registers, and there was no record of the bill referred to ever having been presented for payment.

This closed the evidence, costs £3 9s, to abide by final judgment.<sup>95</sup>

## INVOLVEMENT IN THE COMMUNITY

The Kilians enjoyed living in the district, as indicated by Emelia and her daughters revisiting Te Aroha in 1890.<sup>96</sup> They participated in various social activities. In October 1882, Kilian organized the programme of a concert in the Te Aroha Dining Room to raise funds to buy a harmonium for church services. His 'parlour magic' created 'great amusement and surprise', and his son, 'as a Negro boy, was loudly applauded. This young performer has a very promising voice'.<sup>97</sup> The following year, at the soiree celebrating the opening of the new Te Aroha school 'young Master Kilian's aesthetic song was decidedly the song of the evening'.<sup>98</sup> When the Waiorongomai Public Hall was opened, Kilian was praised for his decorating of it and the food he provided.<sup>99</sup> A year later he 'very tastefully decorated' it for a miners' ball.<sup>100</sup>

When a timber cutter he was 'on friendly terms' with was killed in the bush, Kilian made a coffin for him and paid the funeral expenses.<sup>101</sup>

## DEATH OF THEIR SON

At the age of 17, John Bernard Kilian was a 'blanket boy' at the battery.<sup>102</sup> In May 1884 a correspondent reported a 'melancholy occurrence':

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<sup>94</sup> For his early life, see *Cyclopedia of New Zealand*, vol. 2, p. 846.

<sup>95</sup> Magistrate's Court, *Te Aroha News*, 8 August 1885, p. 2.

<sup>96</sup> 'Te Aroha', *Observer*, 19 April 1890, p. 17.

<sup>97</sup> *Thames Advertiser*, 23 October 1882, p. 2.

<sup>98</sup> 'Te Aroha', *Observer*, 14 July 1883, p. 14.

<sup>99</sup> *Te Aroha News*, 15 November 1884, p. 2.

<sup>100</sup> *Te Aroha News*, 10 October 1885, p. 7.

<sup>101</sup> *Te Aroha News*, 2 February 1884 p. 2.

<sup>102</sup> *Waikato Times*, 20 May 1884, p. 2.

The unfortunate youth was employed at the battery on the night shift, and had been sent about 8 o'clock, along with another lad, up the water-race a short distance to clear away some obstruction. They carried a lantern with them, the night being dark and the way rather intricate. On the track a narrow gully had to be crossed over which a couple of planks were thrown as a bridge, a handrail being also attached. The planks inclined slightly downwards at one end, and some rain having fallen they were rather slippery, which circumstance suggested to the deceased lad the idea of having a slide. The other disapproved of it, but Kilian ventured to do so, and the first time got safely across. He made a second attempt, but slid over the side, and fell headlong into the gully some 20 feet below. The companion unable to do anything by himself in the darkness at once ran for assistance, which was quickly procured, and the poor lad was picked up insensible and carried to his home without delay, where, on examination, it was found he had sustained very serious injuries about the head and back.<sup>103</sup>

A doctor summoned from Thames 'could do nothing for him', and 21 hours after the fall he died 'without ever regaining consciousness', the cause of death being 'concussion and fracture of base of skull'.<sup>104</sup> The inquest revealed that his companion, William Collins, aged 15, had been working in the battery for four months. Collins deposed that they had been sent to clear away leaves from a grating on the pipe from the water races: they 'frequently' required 'attention, in consequence of leaves, etc, accumulating'. Henry Hopper Adams, the battery manager,<sup>105</sup> said that 'the Boys run up very often and clean the grating - a man is employed during the day to attend to the race'. Although the two-plank bridge was only two feet wide and on a slope of 1 in 12, Collins claimed 'we could walk over the bridge without risk'. When Kilian asked him to slide down the bridge,

I told him no we might go through - He said nothing but commenced to slide - I had the Lantern - He did this more than once the second time he went over the bridge - under the hand rail - there is a hand rail on one side of the bridge and an iron

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<sup>103</sup> Te Aroha Correspondent, *Waikato Times*, 22 May 1884, p. 2.

<sup>104</sup> Death Certificate of John Bernardus Kilian, 17 May 1884, 1884/1049, BDM; Sergeant Emerson to Harry Kenrick, 18 May 1884 (telegram), Thames Warden's Court, Inward Letters and Telegrams to Magistrate and Warden 1879-1896, BACL 13388/1a, ANZ-A; *Te Aroha News*, 24 May 1884, p. 2.

<sup>105</sup> See paper on his life.

pipe on the other. Deceased tried to catch hold of the bridge - but could not - and fell down into the creek - He fell over the bridge - not on to it - I was standing in front of him shewing him a light - The lamp gave plenty of light - I have never known deceased slide on the bridge before - the bridge was wet at the time - had been raining.... This was only the second time I had been there, once at night - Deceased had been there 2 or 3 times before.<sup>106</sup>

The handrail was 'about three feet high'. Although Adams considered the bridge was safe because there was a handrail on one side and the water pipe on the other, on the recommendation of the mining inspector the jury recommended that, although the bridge was 'quite safe for the purpose erected', and that 'no blame whatever' was attached to the company or its employees, 'battens should be nailed across the bridge, and a board placed upon the uprights and underneath the hand-rail'.<sup>107</sup>

The local newspaper reported that 'large numbers attended the funeral', for 'from his amiability of character and many other good qualities', he 'was a universal favourite, and the sad occurrence has cast quite a gloom over the township'.<sup>108</sup> His gravestone, erected 'by a few surviving friends', explained that he had died in an accidental fall.<sup>109</sup> In 1890, his family placed an In Memoriam notice in an Auckland newspaper:

Oh, what could heal the grief we feel  
For hopes that come no more,  
Had we not heard the Scripture word,  
"Not lost, but gone before?"<sup>110</sup>

#### AFTER WAIORONGOMAI

In late 1885, the family returned to Auckland, where Emelia Hendrika, with the assistance of her daughters, became a boardinghouse

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<sup>106</sup> Inquest on John Bernard Kilian, Justice Department, J 1, COR, 1884/1052, ANZ-W.

<sup>107</sup> *Te Aroha News*, 24 May 1884, p. 2.

<sup>108</sup> *Te Aroha News*, 24 May 1884, p. 2.

<sup>109</sup> Headstone of Johannes Bernardus Kilian, Te Aroha Cemetery, Cemetery Records, C04.05, no. 2208, microfische.

<sup>110</sup> In Memoriam, *Auckland Star*, 17 May 1890, p. 8.

keeper in the central part of the city.<sup>111</sup> In 1901 both her unmarried daughter Dora, who was living with her, and her married daughter Amelia assisted with the housework at 'Tiri View', in Liverpool Street (off Karangahake Road, between Queen and Symonds Streets).<sup>112</sup> Dora, when a schoolgirl at Waiorongomai and a member of the Sunday School,<sup>113</sup> had not attracted the attention paid to her older sister (as explained in the section on 'Miss K.'). In 1885 she sang at a monthly meeting of the Baptist Tabernacle Band of Hope'.<sup>114</sup> In 1892 she caught the eye of the *Observer*, at the West End Lawn Tennis Club, in a 'very becoming grey costume, large white hat', and was noted at social gatherings twice in 1894.<sup>115</sup> She would marry, in January 1904, Samuel James Chandler, of Newcastle, New South Wales, who had been living in Auckland for at least three years.<sup>116</sup> In November a son was born at their new brick house, 'Gunnedah', in the central city.<sup>117</sup> The following July they sold their expensive furniture before moving to Sydney.<sup>118</sup>

Kilian worked as a clerk.<sup>119</sup> In 1887 he assisted to arrange the illuminations (comprising Chinese lanterns, transparencies, and the like) on several buildings to celebrate the Queen's Jubilee.<sup>120</sup> In November 1899, he was fined 40s plus costs for breaching the Electoral Act 'by signing his name as a witness to a signature on an electoral form, without having seen such

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<sup>111</sup> For her financial dealings that enabled her to purchase this boardinghouse, see *Mercantile and Bankruptcy Gazette of New Zealand*, 25 September 1886, p. 301, 19 February 1887, p. 50, 4 February 1888, p. 34, 24 March 1888, p. 89.

<sup>112</sup> *Auckland Weekly News*, 5 September 1901, p. 28.

<sup>113</sup> Waiorongomai Sunday School, Admission Book 1884-1889, entry for 3 March 1885, Methodist Archives, Auckland.

<sup>114</sup> *Auckland Star*, 3 October 1885, p. 8.

<sup>115</sup> *Observer*, 23 April 1892, p. 6, 23 June 1894, p. 6, 25 August 1894, p. 8.

<sup>116</sup> Marriage Certificate of Dorothea Hendreka Kilian, 6 January 1904, 1904/3124, BDM; *Auckland Star*, 1 April 1901, p. 2, 6 January 1904, p. 2, 24 February 1904, p. 8.

<sup>117</sup> Birth Certificate of Trevor James Chandler, 2 November 1904, 1904/12623, BDM; *Auckland Star*, Birth Notice, 5 November 1904, p. 8, 12 July 1905, p. 8.

<sup>118</sup> *Auckland Star*, 12 July 1905, p. 8.

<sup>119</sup> *Mercantile and Bankruptcy Gazette of New Zealand*, 25 September 1886, p. 301, 19 February 1887, p. 50; *City of Auckland Electoral Rolls, 1894*, p. 135; *1896*, p. 147; *1897*, p. 104; *1899*, p. 149.

<sup>120</sup> *Auckland Weekly News*, 25 June 1887, p. 19.

signature written, or heard it declared'.<sup>121</sup> The following August, he was arrested 'on warrant of commitment, in default of payment of fine and costs, for a breach of the Electoral Act'.<sup>122</sup> His occupation was then a canvasser, and this was the second time he had committed this offence; he was imprisoned for 21 days for failing to pay the fine.<sup>123</sup> When he died, nearly five years later, he was a clerk.<sup>124</sup> In his last years his son-in-law had obtained a position for him with the Northern Steamship Company.<sup>125</sup>

### 'MISS K.'

Emelia, aged 17 in 1882, featured regularly in gossip columns. In October 1882 a Thames newspaper reported that her rendition of 'In the Gloaming' was the 'gem of the evening' at a Te Aroha concert.<sup>126</sup> The following year she performed in concerts for the Church of England (her song, 'Apart', was 'well rendered') and the Catholic Church;<sup>127</sup> she was a member of neither church. At the soiree celebrating the opening of the Te Aroha School in July, she 'sang in a very effective manner, "Thy voice is near." We need not say anything about this young lady, for we all know she has a very sweet and powerful voice'.<sup>128</sup> At the Jockey Club's Spring Meeting her horse 'fell down on the course, but the fair equestrienne was in no way injured thereby'.<sup>129</sup>

At a concert and dance in October 1882 'Miss E.K. looked very nice in black'. H.V., meaning Hamilton Verity, a miner,<sup>130</sup> 'monopolized the fair Miss K.'.<sup>131</sup> She was the belle of the next ball, and shared the honours as belle of a later one.<sup>132</sup> In a report of 'a race for the fair Miss C.' early in 1883 that involved four locals, 'Hamilton V. was scratched, as he intends going in

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<sup>121</sup> Police Court, *Auckland Star*, 15 November 1899, p. 4.

<sup>122</sup> *Thames Star*, 15 August 1900, p. 4.

<sup>123</sup> *New Zealand Police Gazette*, 12 September 1900, p. 205.

<sup>124</sup> Death Certificate of John Bernard Kilian, 29 May 1905, 1905/8372, BDM.

<sup>125</sup> Divorce Court, *Auckland Star*, 28 August 1901, p. 8.

<sup>126</sup> *Thames Advertiser*, 20 October 1882, p. 2.

<sup>127</sup> *Te Aroha News*, 21 July 1883, p. 3; *Freeman's Journal*, 14 December 1883, p. 10.

<sup>128</sup> 'Te Aroha', *Observer*, 14 July 1883, p. 14.

<sup>129</sup> *Te Aroha News*, 1 December 1883, p. 2.

<sup>130</sup> See paper on the strike at Waiorongomai in 1884.

<sup>131</sup> 'Te Aroha', *Observer*, 4 November 1882, p. 124.

<sup>132</sup> 'Te Aroha', *Observer*, 18 November 1882, p. 147, 14 July 1883, p. 14.

for the Kilian Cup'.<sup>133</sup> Two months later, 'Miss K., the belle of Te Aroha', was reported to be 'about to transfer her smiles and her presence to Waiorongomai, as assistant Hebe at K's new retreat for mullockers and visitors',<sup>134</sup> meaning her father's Premier Hotel. Two months later the Waiorongomai O.M. wondered whether it was 'only to get the bread trade of the new hotel that Harry is so thick with Miss K.'. <sup>135</sup> Probably her working in a hotel was why she was not invited to the 'Jam-Tart Ball' in November, as lamented by a poet:

But how petty it was to exclude our Miss K.,  
Whom the gents have proclaimed one and all,  
Had the invites been given in a courteous way,  
Would have been the belle of the Te Aroha Jam-tart Ball.<sup>136</sup>

The Waiorongomai O.M. had written about Emelia before her family moved there. In November 1882 he reported that 'Miss K. looked very nice and warm in a maroon-coloured dress. It is likely to become fashionable up here'.<sup>137</sup> Presumably she was being referred to in mid-1883 as 'the girl in the maroon dress' who was 'going into training for the light-weights',<sup>138</sup> perhaps a reference to the size of her latest beau. Four months later he noted that 'Miss K. has great skill to keep a dozen lovers to the same tune. Poor fellows!'<sup>139</sup> By the following month she had lost one admirer, for it was reported that 'the young postmaster of Waiorongomai has left his heart in Auckland. Miss K. seems quite out of it'.<sup>140</sup> The postmaster was James Soppett,<sup>141</sup> who did not marry an Auckland or indeed anyone else.<sup>142</sup>

One month later, the Waiorongomai O.M. told Harriet that 'if you want to know about the tam-o-shanter, ask Miss K.',<sup>143</sup> who must have tempted Harriet's admirer away. The Te Aroha OM referred to her

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<sup>133</sup> 'Te Aroha', *Observer*, 3 March 1883, p. 394.

<sup>134</sup> 'Te Aroha', *Observer*, 12 May 1883, p. 122.

<sup>135</sup> 'Waiorongomai', *Observer*, 21 July 1883, p. 4.

<sup>136</sup> 'A Wail from Te Aroha', *Observer*, 1 December 1883, p. 4.

<sup>137</sup> 'Waiorongomai', *Observer*, 18 November 1882, p. 153.

<sup>138</sup> 'Waiorongomai', *Observer*, 9 June 1883, p. 185.

<sup>139</sup> 'Waiorongomai', *Observer*, 6 October 1883, p. 16.

<sup>140</sup> 'Waiorongomai', *Observer*, 17 November 1883, p. 12.

<sup>141</sup> *New Zealand Gazette*, 4 October 1883, p. 1428.

<sup>142</sup> Index to Marriages, 1883-1910, BDM.

<sup>143</sup> 'Waiorongomai', *Observer*, 1 December 1883, p. 12.

flirtations in the next issue: ‘What was the camelia, of Waiorongomai, doing the night of the dance under the wings of the ex-blue-coat. “Oh, Ma does not mind him now since he is a rising share-broker.” But take my advice, and stick to the boy on the hill’.<sup>144</sup> Before she was enthralled with the ‘ex-blue-coat’, the Waiorongomai O.M. asked ‘What’s the price of wool Verity?’,<sup>145</sup> a more than usually opaque reference to his love life. V., probably Verity, was in November ‘again running the cutter for Pop’.<sup>146</sup> Shortly afterwards, having ‘completely gone on the Melbourne lady’, he had ‘given up the running for Pop’,<sup>147</sup> whoever she was. Pop did not marry Verity, and a year later she was trying to attract the attention of another man: ‘What was Pop’s reason for walking round the road instead of taking the short cut? Did she think the obliging coachman would overtake her?’<sup>148</sup>

Emelia did not marry any of the local swains, and left for Auckland in March 1885;<sup>149</sup> her flirtations since the end of 1883 cannot be traced because of the loss of the *Observer* for these years. In Auckland, she assisted her family to run a boarding house, meeting the loans that had enabled them to acquire it.<sup>150</sup>

In January 1888 she married Charles James Fox; she was aged 23, he was one year older.<sup>151</sup> Cox, a clerk and shipping agent, described himself in the *Cyclopedia of New Zealand* in 1902 as having been chief manager for the Northern Steamship Company in Auckland since 1886,<sup>152</sup> which would mean he was 22 when given this post; he had exaggerated his position in the company.<sup>153</sup> Their first son was born 14 months later.<sup>154</sup> An unnamed

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<sup>144</sup> ‘Te Aroha’, *Observer*, 8 December 1883, p. 16.

<sup>145</sup> ‘Waiorongomai’, *Observer*, 6 October 1883, p. 16.

<sup>146</sup> ‘Waiorongomai’, *Observer*, 24 November 1883, p. 12.

<sup>147</sup> ‘Te Aroha’, *Observer*, 8 December 1883, p. 16.

<sup>148</sup> ‘Waiorongomai’, *Observer*, 21 February 1885, p. 10.

<sup>149</sup> *Te Aroha News*, advertisement, 21 March 1885, p. 7, 27 June 1885, p. 2.

<sup>150</sup> *Weekly Advertiser and Commercial Gazette*, 25 April 1885, p. 266, 5 December 1885, p. 344, 12 June 1886, p. 276, 19 June 1886, p. 288; *Observer*, 2 May 1885, p. 13; *Mercantile and Bankruptcy Gazette of New Zealand*, 5 December 1885, p. 405, 12 June 1886, p. 181, 19 June 1886, p. 190.

<sup>151</sup> Marriage Certificate of Charles James Fox, 23 January 1888, 1888/322, BDM.

<sup>152</sup> For his life and photograph, see *Cyclopedia of New Zealand*, vol. 2, p. 856.

<sup>153</sup> See Cliff Furness, *Servants of the North: Adventures on the coastal trade with the Northern Steamship Company* (Wellington, 1977), p. 23.

<sup>154</sup> Birth Certificate of Claude Benjamin Fox, 2 March 1889, 1889/3855, BDM.

child born in 1891 lived only ten days.<sup>155</sup> A daughter was born in 1894 and another son in 1896.<sup>156</sup> Then, in September 1901, Cox sued for divorce, charging Amelia (as her name had become) with adultery with John Ferguson Herapath, a boarder at the Kilian's boarding house, 12 days previously.<sup>157</sup>

Herapath had been born in New Zealand in 1859 to Philip Herapath, an architect.<sup>158</sup> In his mid-teens he 'presided at' both piano and harmonium at Baptist and Young Men's Christian Association entertainments.<sup>159</sup> Concerning the latter, 'lovers of music' were assured of 'a treat of no mean order' because Herapath 'manifests a genius for this art which he will display to perfection to-night'.<sup>160</sup> In 1880 a report was received in Auckland of 'Jack Herapath's conversion by Moody',<sup>161</sup> and two years later he returned to Auckland 'after a lengthy visit to America'.<sup>162</sup> During a later visit to America he married, returning with his wife, Wilhelmina, in December 1890.<sup>163</sup> They lived in Karangahape Road, but she died in June 1900, aged 44.<sup>164</sup>

In response, Amelia charged Fox with desertion since January 1897, one month after their last child was born, and with failing to provide maintenance until being required to by court order.<sup>165</sup> Fox, by then a clerk for the Northern Steamship Company in Paeroa, gave evidence that they

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<sup>155</sup> Birth Certificate of [no names recorded] Fox, 1891/12592; Death Certificate of [no names recorded] Fox, 1891/4674, BDM.

<sup>156</sup> Birth Certificates of Hazel Dorothy Fox, 22 November 1894, 1895/10207; Sydney James Fox, 18 December 1896, 1897/273, BDM; Supreme Court, Divorce Files, Fox v. Fox, BBAE 4984, D144/1901; BBAE 4984, D247/1905, ANZ-A.

<sup>157</sup> Supreme Court, Divorce Files, Fox v. Fox, BBAE 4984, D144/1901, ANZ-A.

<sup>158</sup> Birth Certificate of John Ferguson Herapath, 1859/4286, BDM; *Auckland Star*, 29 June 1882, p. 5.

<sup>159</sup> *Auckland Star*, 30 December 1875, p. 2, advertisement, 23 October 1876, p. 3; *New Zealand Herald*, 4 August 1876, p. 3; *Daily Southern Cross*, 18 October 1876, p. 2.

<sup>160</sup> *New Zealand Herald*, 27 October 1876, p. 2.

<sup>161</sup> *Observer*, 20 August 1881, p. 560.

<sup>162</sup> *New Zealand Herald*, 7 February 1882, p. 4.

<sup>163</sup> *Evening Post*, 9 December 1890, p. 2.

<sup>164</sup> Advertisement, *New Zealand Herald*, 22 January 1891, p. 1; Death Certificate of Wilhelmina Herapath, 18 June 1900, 1900/2373, BDM; *Auckland Star*, 18 June 1900, p. 8.

<sup>165</sup> Supreme Court, Divorce Files, Fox v. Fox, BBAE 4984, D144/1901, ANZ-A.

'had lived happily in Auckland and suburbs' until 1891, 'when she went to Sydney for a change, not in consequence of any trouble'. After she returned after three months away,

they were not on the best of terms. She wanted to go back to Sydney when she had only been home about four months. That was against his wish, and they had a quarrel over that. After that their life was very unpleasant. His wife would not have any conversation with him. She used to turn her back on him when he went home in the evenings and walk away. She would not join him in any amusements and was continually harping on going back to Sydney. This unpleasantness continued till she again left for Sydney, about four months after her first trip.

After being in Sydney for 'about three months', for 'two or three years after this things went on fairly well between them' until 'he had trouble in consequence of his wife's parents'. He had obtained his father-in-law a job with the Northern Company, and 'he and his wife had some words on the matter'. Fox, his wife, her sister, and his father-in-law and mother-in-law were all living in the same house, sharing the expenses. 'He paid his wife £10 a month, and she paid the expenses. His salary was then £12 a month. His wife's father made trouble by coming home and saying' that Fox 'could come home sooner than he did, and they had a general family row. He made an alteration in regard to the household expenses, and after that he and his wife were on bad terms. Eventually his wife refused to cook dinner for him on Sunday, and there was unpleasantness, and he left the house', in 'about 1895'. After spending three weeks in a hotel, 'his wife came to see him, and he promised that if she would take a cottage by herself, and promise better behaviour, he would return and live with her'. They obtained a house in Parnell, for a month their relations were 'satisfactory' but 'trouble continued' through her parents coming to the house.

He forbade the wife's parents the house, and relations between himself and the wife became strained. He then left because his wife had threatened to pour boiling lead into his ear when he was asleep. One night he had to remain up all night with her; she wanted to leave the house, and he would not allow her to do so.

He left, never to return, in 1897, and after negotiations over maintenance payments 'came to nothing' despite his offering her 30s a week, he was ordered to pay £1 7s 6d per week, which he had done. He had

initiated proceedings after receiving ‘certain information’ about his wife and Herapath, whom he did not know, about four months previously. His wife had told him ‘she didn’t want any more children. She refused him his conjugal rights’. In response to his wife’s counsel, Frederick Baume, he denied that his wife was ordered to go to Sydney by a doctor.

Mr Baume: The trouble when you lived in Hobson-street was your late hours, was it not?

Petitioner: Yes. My business compelled it. That and her parents was the trouble. She complained of my late hours.

Mr Baume: You said it was business?

Yes.

And she said it was Lottie Spinks?

Nothing of the kind.

Did she not find fault with you for walking about Arch Hill with a girl?

It was only on one occasion that I was with this lady; after I left my house in Hobson-street. It was one night about eight o’clock.

Another version of his evidence was ‘I was one night out with a young lady when staying away from the house and living at the hotel. She did say something about that’.<sup>166</sup> (Charlotte Maria Spinks was born in 1875.<sup>167</sup> In 1892 a gossip columnist recorded that ‘Miss Lottie Spinks looked very pretty in pale blue silk’ at an Auckland party.<sup>168</sup> She would not marry, at least not in New Zealand.)<sup>169</sup> Baume’s cross-examination continued:

What was the final cause of your leaving your Hobson-street home?

It was because my dinner was not cooked. It was on a Sunday. There was general unpleasantness. I had words with her father.

About what?

About his coming home drunk.

Do you blame your wife for that?

No.

Did your wife not leave once because you threatened her?

No.

How long before you left the Parnell house did this threat of pouring boiling lead into your ears take place?

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<sup>166</sup> Divorce Court, *Auckland Star*, 28 August 1901, p. 5; Supreme Court, *Auckland Weekly News*, 5 September 1901, pp. 38-39.

<sup>167</sup> Birth Certificate of Charlotte Maria Spinks, 1875/5740, BDM.

<sup>168</sup> *Observer*, 14 May 1892, p. 8.

<sup>169</sup> Index to Marriages, 1892-1930, BDM.

About three or four months before.

Was there any quarrel just before you left the house?

Yes there was.

Was it not because she would not let you do what you wanted?

No.

After this implication of a sexual demand, he explained to Herapath's counsel that 'Herapath was not a friend of his wife's prior to his leaving her as far as he knew'.

An assistant engineer and labourer and his wife were employed by Fox to obtain evidence against Amelia. He had never 'done this sort of detective work before', although his wife had. He admitted to having been a correspondent in a divorce case after living with a married woman for seven years: 'he had gone to live with the woman when he was 17 years of age, she then being close on 40 years of age'. He denied offering men money to provide evidence against Amelia. When staying at the boardinghouse for two weeks he had seen Amelia and Herapath kissing and lying on the sofa together, her visiting his room in her nightdress, and adultery taking place in a room with the blind up and the light on. Two other witnesses confirmed her going into Herapath's bedroom on several occasions.<sup>170</sup>

When Herapath's counsel said that Amelia 'had reason to complain' of how Fox treated her 'and of his going with other women', the judge refused to admit any evidence of his adultery, as it had not been included in the statement of defence. She had insisted on defending the case 'to clear her character from the stain that would be put upon it if she were adjudged guilty of adultery'. The first witness for the defence, a builder, denied it was possible to see the sofa from the position the amateur detective had been. Herapath explained that, about a month after his wife died in June 1900, he first lodged at the boardinghouse. He recalled playing the piano while Amelia sang a couple of songs, but denied committing any familiarities. He described the evidence against him as 'a tissue of falsehoods' and 'a conspiracy and perjury', and stated that the only times he had taken Amelia in a carriage, an open gig, was to the theatre (with others) and to lay flowers on his wife's grave. When evidence was taken about whether she went into his room after every mealtime, the judge intervened: 'I think I shall tell the jury that that is nonsense. That was why I asked Mr Herapath if he went home for lunch. He couldn't have had much time to spend in his

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<sup>170</sup> Divorce Court, *Auckland Star*, 28 August 1901, p. 5, 29 August 1901, p. 5.

bedroom at lunch time'. He played the piano every evening, sometimes accompanying Amelia and Dora.

In her evidence, Amelia claimed that after being ordered out of her house she was willing to return 'on certain conditions', namely that 'the ordinary relations existing between husband and wife should not be observed'. Asked whether she wanted to live with Fox again, she responded: 'Not particularly. I had led such a wretched life'. She had given birth three or four weeks before Fox 'ordered me out of the house. I was in very delicate health. I had medical advice not to leave the house. My husband was furious at my having put in an advertisement of the birth of the child in the newspaper. I don't know what his objections were, I am sure', but then implied she 'had some suspicion at the time as to the reason'; presumably it had revealed to Lottie Spinks or another woman that he was married. (The birth was on 18 December 1896; the advertisement was published just over a month afterwards, on 21 January.)<sup>171</sup> After being ordered to leave the house by midday the following day,

he sat with me all night so that I would not leave the house. He said it was not so much what happened to myself and the child, but what the neighbours might say. I went out the next morning to a solicitor's, by appointment made by my husband, and when I got back to the house half of the furniture was being removed. He appeared and fought the maintenance case in the Court.

She stated that she did all the housework in her mother's boardinghouse, and described putting her children to bed before singing with Herapath and her sister on the night adultery was alleged. Herapath had never kissed her, and there was no familiarity: 'He calls me Mrs Fox, and I call him Mr Herapath – always'. Whilst denying the adultery, to clear her name she wanted a divorce. Fox was not supporting her, and for nearly a year she had not sent the children to see him.

The judge considered that the evidence of private detectives 'should always be received with a great amount of suspicion' and considered the evidence of seeing an adulterous act

was utterly impossible, but that was for the jury to decide. Here was a case where all the family were about the house, and likely to come into the room at any time, and yet they were told that the respondent and co-respondent were so reckless – so mad – as to

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<sup>171</sup> Birth Notice, *Auckland Star*, 21 January 1897, p. 8.

be committing adultery under such conditions. There was something shocking in the suggestion.

The jury took five minutes to agree, unanimously, that adultery had not been committed, and the divorce was refused.<sup>172</sup>

The *Observer* published a sketch of Cox,<sup>173</sup> and lectured him on the folly of using a private detective, for 'seldom has a more improbable story been told in a court of law' than his evidence. The 'pathos surrounding' the trips to place flowers on a grave was 'proof against the evil suggestions in a divorce action', for this grave was 'the last place to which a man who was carrying on an amour would be likely to take the woman with whom he was intriguing'.<sup>174</sup>

If it was true that the relationship was innocent before the divorce case, it soon changed. Herapath, working as a clerk for the Education Board, continued to board at the family's boarding house until leaving for Sydney with Amelia in October 1904. Consequently, Fox again sought a divorce, 'evidence taken on commission in Sydney' proving that Amelia and Herapath had were running a hotel as Mr and Mrs Herapath. As neither responded to these sworn statements, a divorce was granted.<sup>175</sup> When Fox's counsel sought costs against Herapath, because Fox had had to pay the costs of the previous hearing, the judge agreed, after making an acid comment:

His Honor (to the petitioner): Really, I don't know what else a man could expect. If you marry a young wife and leave her to live in a house with somebody, what else could you expect?

Mr Clayton: She was living with her parents, your Honor.<sup>176</sup>

After the divorce, Amelia promptly married her lover.<sup>177</sup> In 1907 they would have their only child, a daughter.<sup>178</sup> Fox may have remarried soon after obtaining the divorce.<sup>179</sup>

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<sup>172</sup> Divorce Court, *Auckland Star*, 29 August 1901, p. 5, 30 August 1901, p. 4; Supreme Court, *Auckland Weekly News*, 5 September 1901, pp. 38-39.

<sup>173</sup> Cartoon, *Observer*, 7 September 1901, p. 5.

<sup>174</sup> *Observer*, 7 September 1901, p. 3.

<sup>175</sup> Supreme Court, Divorce Files, Fox v. Fox, BBAE 4984, D247/1905, ANZ-A; Supreme Court, *Auckland Star*, 2 June 1905, p. 2; Supreme Court, *New Zealand Herald*, 3 June 1905, p. 7.

<sup>176</sup> Supreme Court, *Auckland Star*, 2 June 1905, p. 2.

## DEATHS

At the end of May 1905, at the age of 66, Kilian died at his daughter Dora's Auckland residence, death being caused by bronchial asthma and a sudden loss of blood pressure.<sup>180</sup> Like her children and Amelia's children, his widow settled in Sydney, dying there in 1917.<sup>181</sup> Herapath died in 1925,<sup>182</sup> his wife living there until dying in 1949, when aged 83; all her children were then still alive and living in Australia, and she had two granddaughters.<sup>183</sup> Her daughter to Herapath had married there six years previously.<sup>184</sup>

## CONCLUSION

The lives of all the members of the Kilian family illustrate the struggles to earn a living that were common at the time, with several changes of occupation and the women in the family having to work as well. They were never financially secure, and Kilian's two bankruptcies were not unique. Socially, they were a notable part of the life of the Te Aroha district, but they experienced great sadness in the early death of the only boy in the family. The more attractive and popular of the two daughters had an unhappy marriage before fleeing the country with her lover; hopefully her subsequent life was happier.

*Appendix*


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<sup>177</sup> Marriage Certificate of Amelia Fox, 1905/8709, New South Wales BDM.

<sup>178</sup> Birth Certificate of Phyllis Emma Herapath, 20556/1907, New South Wales BDM.

<sup>179</sup> Marriage Certificates of Charles James Fox, 1906/2691, 1907/2401, BDM.

<sup>180</sup> Death Certificate of John Bernard Kilian, 29 May 1905, 1905/8372, BDM; Death Notice, *New Zealand Herald*, 30 May 1905, p. 1.

<sup>181</sup> Death Certificate of Amelia Kilian, 17427/1917, New South Wales BDM; Death Notice, *Sydney Morning Herald*, 29 October 1917, p. 6.

<sup>182</sup> Death Certificate of John F. Herapath, 20163/1925, New South Wales BDM; Funeral Notice, *Sydney Morning Herald*, 10 October 1925, p. 13.

<sup>183</sup> Death Certificate of Margretha Emilia Herapath, 15850/1949, New South Wales BDM; Death Notice, *Sydney Morning Herald*, 27 August 1949, p. 34.

<sup>184</sup> Marriage Certificate of Phyllis Emma Herapath, 6507/1943, New South Wales BDM.

*Figure 1: 'Charles James Fox, Who Unsuccessfully Petitioned for Divorce last Week', *Observer*, 7 September 1901, p. 5.*



**CHARLES JAMES FOX**

*Who Unsuccessfully Petitioned for Divorce last  
Week.*