

## The enigma of John Palmer of Waimea West

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John did well in his youth. Although the son of a farm labourer, he obtained positions first as a steward, and later as a butler. His employer had sufficient confidence in him to sponsor his emigration to New Zealand, travelling cabin class, with capital to set up a business on arrival. He made a shrewd, or fortuitous, decision not to take up the New Zealand Company's offer of free passage for purchasers of land orders. Instead he paid his own passage in the Phoebe with his brother Charles and sister Salome, and arrived on 29 Feb 1843 with his capital intact ready to take advantage of whatever opportunity came his way. When he purchased land it was on the basis of personal inspection rather than having a section allocated by ballot, as was the case for NZ Company settlers.

The following account has been assembled by a great grandson, Roger Nuttall:

*He brought with him stock to the value of sixty pounds, including groceries, gun powder, and liquor. On arrival he purchased bullocks and a cart and arranged transport of goods to settlers' homes in the Waimea.*

*Joseph Ward's diary mentions John Palmer bringing news of the "Wairoo Massacre". (3) John settled on Section 129, Waimea West, in the near vicinity of surveyor Cotterell's Pennsylvania Station. Approximately 100 people formed the nucleus of Waimea West on the western bank of the Wai-iti River at this time. On the Jurors list for 1844 the property is known as a store, but by the 1845 census it is being described as the Volunteer Arms Inn. He is described as "a squatter on one acre of flax, wood and fern, one acre fenced, one acre cultivated, barley three-quarters of an acre, potatoes one quarter. One house, one cattle, one tenant." Also living there was Benjamin Dickson, waiter. The house was constructed of clay. (4)*

*16 February 1847 John married Mary Ann WHITE at St Michael's Church, Waimea West. Mary was the daughter of Charles and Hannah White of Spring Grove, Nelson.*

*18 April 1855 John and Mary Ann moved to the New Waimea Inn and John Kerr (Jr) purchased the Volunteer Arms. The 1855 Nelson Directory showed John Palmer as Storekeeper and Postmaster as well as proprietor of the Waimea Inn.*

*1861: appointed JP*

*1881: electoral roll storekeeper Waimea West pt sect 130*

*In 1865 John opened The Gables. As bridges had been erected over the Waiti and Wairoa Rivers the roads in Waimea West had been realigned and no longer passed the New Waimea Inn.*

*In 1882 the Doomsday book of properties held in NZ reads "John Palmer, storekeeper, Waimea West, 1118 acres, value 3500 pounds. Mary Ann Palmer 28 acres value 900 pounds. As John and Mary Ann were mindful of their family of twelve children they purchased land. It was like playing a game of Monopoly. When Albert Palmer married and settled in Fox Hill to establish a grocery store they were given a present of 900 sovereigns, proceeds from the existing Palmer businesses in Waimea West. (2)*

With the advantage of three Nelson newspapers fully searchable on *Papers Past* I have been able to augment what Roger wrote. The picture which emerges is puzzling. On the one hand we find a community minded citizen, a leader in his small community. On the other, and increasingly in the later part of his life, we find him in court, both as accuser and accused. Often these cases were dismissed, withdrawn or lost. But the impression remains that he (and some other members of his household) was probably hot-headed, making enemies as well as friends.

The name of John Palmer, respected citizen, appears on subscription lists for the Nelson Races, for the establishment of a Presbyterian Church, for the British Patriotic Fund. He was one of a large committee making plans to celebrate the Nelson visit of the Duke of Edinburgh in 1868. Along with other publicans he signed a petition to the Provincial Council seeking greater control of the sale of liquor, in which he no doubt had a vested interest. In 1866 he was witness for two of the people seeking to be added to the electoral roll.

He signed a protest to the Government regarding its inaction following the Wairau Massacre, a petition for Nelson to receive a fairer share of roading expenditure, and a petition seeking representative government. When Major Richmond resigned as Superintendent John Palmer was among those who signed his testimonial. Election campaigns in those days were launched with an advertisement begging a candidate to accept nomination, with a lengthy list of supporters' signatures appended. John Palmer's name appears in lists supporting Jollie as Superintendent, David Monro as Provincial Councillor, J P Robinson as Superintendent, and W White as representative for Waimea South.

The newspapers confirm what Roger Nuttall has written regarding his businesses, namely that his first venture (*The Volunteer Arms*) was sold to John Kerr in 1855, when Palmer opened the *New Waimea Inn*. At this distance in time his actions seem a little strange – he auctioned all his stock at the old premises, then moved quite a short distance to reopen with “completely new stock.” Meanwhile Kerr reopened on the old site offering the same services, accommodation and general stores. A little more than a year later the paper again announced an auction at “Mr John Palmer's Hotel, Waimea Village” of all his stock: grocery, drapery, ironmongery etc, and for the following day an auction of all his livestock. A month after that an advertisement announced that Mr Palmer at the Waimea Inn was offering an extensive new stock of general stores. Again, on 12 Mar 1859, the auction of Mr Palmer's stock and livestock was advertised, but apparently he still continued in business. Maybe these auctions were the equivalent of what we now call an “Annual Sale” designed to move slow selling items, but never intended to liquidate the entire stock.

The *New Waimea Inn* became a centre for the community with mail held there for collection, Mr Palmer the Postmaster. In 1856 a Ball was advertised in Mr Palmer's large room, tickets 6/- double, and again on 1 Jan 1862 a Public Ball was staged at the Waimea Inn. In 1857 extensive advertising appeared for a twice weekly service by spring cart to Nelson, leaving from Mr John Palmer's. In 1861 we read of the Rifle Volunteers meeting there and being provided by Mr Palmer with supper. In 1859 Roads Board Assessments were open for inspection at Mr John Palmer's, Waimea West. In 1875 a harvest celebration was held:

*What is usually termed a hop feast was yesterday given by Mr John Palmer of Waimea West to his hop pickers and a numerous body of friends. Sports of various descriptions were indulged in during the afternoon, and in the evening the whole of the party adjourned to the large ball room, where, after doing ample justice to the good things set before them, dancing was commenced, and kept up with great spirit till the small hours to the strains of the Waimea West band, which by the way discoursed some very excellent music. Mr Palmer cultivates about six acres of hops, the whole of which, excepting a few yearlings, will average about a ton to the acre. The land in the immediate neighborhood of the hop gardens in Waimea West seems specially adapted to the growth of hops, and we may hope that at no distant date these will form one of the principal items in our export list.*

In 1857 John Palmer announced a 10% penalty on overdue accounts - Cash on Delivery was expected. In 1866 he sued two small debtors. On several occasions he advertised that trespassers on his land “with or without guns and dogs” would be prosecuted. The 1889 notice advised that poison would be laid and trespassers prosecuted vigorously. Seven blocks of land are mentioned in this notice.

As the keeper of a Public House it would not be surprising to find him involved peripherally in various court cases. For example, in 1862 he gave evidence in a murder trial, having known both the victim and the accused, and “having frequently seen them together.” In 1863 he gave evidence against Isabella Morgan accused of stealing goods from his store – she was found not guilty – apparently her husband should have been the one charged. In 1869 Albert John Palmer (John’s eldest son) gave evidence against 3 men accused of obtaining money under false pretences, using a forged cheque used to pay for a meal. They were found not guilty in the Supreme Court. In 1873 windows at the local church were broken and it transpired that the accused had spent the evening in question at the Waimea Inn, playing cards with Albert John Palmer.

Of concern is the record of fires at his property. In 1867 fire destroyed an old coach house and goods valued at £200 - £250 were destroyed. £50 reward was offered for apprehension of the offender, and an advertisement thanked the public for their help with fire. Reports of two other fires are quoted in full:

*There was a very narrow escape from a serious and strangely caused fire at Mr John Palmer's house at Waimea West on Boxing Day. About 2 p.m. two of Mr Palmer's sons were starting for a stroll just after dinner, when they saw thick smoke issuing from the wall of a wooden outbuilding at the back of the house, and immediately afterwards flames burst forth. A few buckets of water speedily extinguished the fire which, had it not been noticed and suppressed just in the nick of time, would, with the strong south-west wind that was blowing, very soon have obtained complete command of the building in which it broke out, as well as of the others including the dwelling house. Curious to ascertain how the fire could have originated in a building that had not been entered for several hours, the family set to work to endeavor to discover the cause, which they very soon did. Just outside the building was standing on its edge a new tin milk cooler, and this it appeared had collected the rays of the sun and focussed them on the wall, thus causing the fire. To make sure that this was the origin, several experiments were afterwards made, and it was found that in a very few minutes the heat of the wall on which the rays were reflected and concentrated by the same means became so great that it was impossible to bear the hand on it. Possibly there are other fires, in endeavoring to account for which a gross injustice has been done to rats, which may be attributed to a similar cause to that from which Mr Palmer was so nearly being a sufferer. Nelson Evening Mail 7 Jan 1888*

*A fire broke out here [Waimea West] on the farm of Mr John Palmer, on Monday last, resulting in the destruction of four stacks of barley and oats. The fire broke out near the eaves and spread rapidly over the stack and to the adjacent ones, but through the strenuous efforts of the neighbors and friends, about 150 strong, consisting of men, women, and children, a good deal was saved, and three other adjoining stacks remained untouched by fire. Had it not been for the large supply of water brought to bear upon the fire the loss would have been very considerable. The only feasible cause assigned is that a match was dropped during the building, and this had been ignited by a mouse. The loss is estimated at about £150. Mr Palmer is deeply thankful to all those who so willingly assisted and thus reduced his loss. The Colonist 2 March 1892*

There was also an occasion when John Palmer stood accused of incendiarism himself. Though the jury found him guilty, his conviction was overturned in the Court of Appeal, leaving the casual observer to wonder if the old adage “Where there’s smoke there’s fire” might apply.

*11 Dec 1872 CHARGE OF INCENDIARISM. An inquest was held at Waimea West, yesterday, into the origin of a fire which destroyed, on the 30th ultimo, a breakwater on the bank of the Wai-iti river, erected by Mr. W.D. Scott, to protect his property. The first witness, Sydney Higgins, deposed to having seen Mr. John Palmer, storekeeper, of Waimea West, sitting on the bank of the river, on his own ground, some way below where the breakwater stood, in company with three residents of the same district. There was then no smoke up the river. At five o'clock the same afternoon he passed the same spot, and then saw smoke up the river in the direction of the breakwater on Scott's ground. John Hagan deposed, that on the same day he was attracted to the river by observing a fire, which he thought might be his fence. He saw Mr. Palmer standing at the fire, and put wood on the breakwater as it was burning. This was about half-past twelve o'clock. The*

Coroner committed Mr. Palmer for trial at the next sitting of the Supreme Court, but accepted bail, himself in £100, and two sureties in £50 each.

SUPREME COURT Wednesday, January 8, John Palmer, of Waimea West, who had been committed on a Coroner's warrant for setting fire to a breakwater in the Wai-iti river-bed, was placed at the bar. The evidence for the prosecution was given by us a few weeks ago in a report of the inquest, and it is not necessary therefore to report the case in full. We propose to give only such new facts as came out in the trial. Mr. Fell appeared for the prosecution, and Mr. Pitt for the defence. Sydney Higgins deposed to having seen Palmer, T. Eden, and two other persons, going up the bed of Bad Man's Creek in a cart on the 30th of November. Mr. Palmer came across to me, and we talked about several things. Palmer said Scott was a rogue, and had put in a breakwater to wash away his ground, and that they had come up to destroy it. He said something about Scott having money of his. While Palmer and I were talking together, Thomas Eden came across and asked me for two or three matches to light his pipe. I gave him the matches, and then went away. I returned between five and six o'clock. I saw no person there, but I saw smoke up the river. At the inquest I said I went to the place where I had seen the smoke, and found that it was the breakwater that had been burned. There was no particular part of the breakwater burned except bits at the ends. John Hogan, who resides in Waimea South, opposite to the breakwater, deposed to having been attracted towards the river-bed on the day in question by observing smoke rising from it. At a distance of 100 yards, he saw Palmer standing at the north end of the breakwater putting wood upon it while it was burning. David Scott is owner of half of section 113, Waimea West. When he first occupied his land the river was washing away the bank on his property and threatening serious damage. He applied to the Government, and got £6 to erect breakwaters, which had given the river a straighter course. The breakwaters had inflicted no injury on Palmer's land. Witness admitted that bad feeling had arisen between him and Palmer, arising out of cattle trespassing, and that he had been summoned by Palmer for trespass. James Ives, son of the former owner of section 113, stated that the bank had been greatly encroached upon by the river. The erection of the breakwaters had preserved the banks, and Palmer's land below suffered less from floods now than formerly. William Lightfoot, Superintendent of Public Works: The breakwaters had been erected with his approval. They had saved the banks of Scott's land, and had probably prevented the river cutting its way into Badman's Creek. This closed the case for the prosecution. Mr. Pitt submitted that there was no case on which to go to the jury. In the first place, he contended that the breakwater was not a building within the meaning of the Malicious Injury to Property Act; that it was not a dam within the meaning of the Act; that it was not proved that the property in the breakwater was vested in any person; and he asked his Honour to take a note of these objections. His Honour said he would, and if a conviction took place, state a case for the opinion of the Appeal Court. Mr. Pitt, with reference to the count that the breakwater was the property of the Superintendent, contended that the existence of a Superintendent should have been proved. His Honour over-ruled this objection, stating that the Superintendent was an officer elected under the Constitution Act, and there was no necessity to prove his election. Thomas Eden was called for the defense, and deposed that he went with Palmer, Tomlinson, and Thorburn, to do some measuring in the river-bed, and to take a sketch of the river. After we arrived, Tomlinson went up the valley to look after Palmer's cattle; Palmer went to see Fowler, who lives on the other side of the river; and Thorburn and I went to make the measurements. We were on the breakwater and on the river-bed about an hour and a half or more. When we returned to Badman's Creek, where the cart was left, Palmer was coming back. There was no fire on the breakwater while we were there. None of us had matches, and we could not smoke in consequence. When Higgins came I got three matches from him. I gave Thorburn one, and spent the two others myself. I did not give Palmer any of the matches. We did not go near the breakwater after that. We could not see the breakwater when we sat at lunch. Palmer went away about half-an-hour after this, and was gone about half-an-hour. He went through the bush to Eve's Valley to look after some cattle. We did not see him near the river-bed. The breakwater was half-a-mile away from where we were at lunch. Edward Fowler gave it as his opinion that the effect of the breakwater was to send the river straight down on Palmer's land, some of which it had washed away. George Thorburn generally corroborated the statements of Thomas Eden. He did not think while Palmer was away that he could have got to the breakwater and back in the time. This closed the evidence, and Mr. Pitt and Mr. Fell having both addressed the jury, His Honour summed-up, remarking that the act itself was that of an eccentric person, and not an act governed by the ordinary motives of criminals. After going over the evidence, his Honour said, if the jury should consider it proved that Palmer did the act openly, believing himself to be owner, or entitled to do it, the charge of malice might be rebutted. Malice, however, frequently meant little more than intention, and it did not always impute vicious feelings.

*But the law would, he thought, consider it an excuse, if Palmer did what he did, believing he was exercising his right as proprietor. But did he do it openly ? If he sneaked up and did it secretly, the complexion of the act would be different, as the concealment would make all the difference, and would imply malice. If the jury should think Palmer guilty, they should convict on all but the second count. The jury were to address their minds not to what was the name of the offence, nor as to what the consequences might be, for there was always a very large discretion given in these matters as to the measure of punishment. Whoever did it, the act was not that of an ordinary criminal. It did not menace public security; and although arson was one of the very worst of crimes, this was a very different, and really a very slight offence. The jury, after an absence of upwards of an hour, returned to inquire whether unanimity was necessary, and the Judge said it was. After a further deliberation of half-an-hour, the jury returned to Court, and the Foreman reported a verdict of guilty, but wished to add, that although they found such a verdict — because they had no doubt whatever that Palmer destroyed the breakwater — yet they wished to know whether they could modify their verdict. His Honour asked what qualification they proposed. The Foreman: The Jury is of opinion that the act was done to prevent the destruction of his own property. His Honour: Then it still remains a verdict of guilty, because it was clear that he did it intentionally, and it is no excuse that he was desirous of having his own property. A man is not justified in committing any act, the necessary consequences of which is to injure the property of another. The Foreman: We do not believe that his intention was to injure anyone. His Honour: The law imputes to a man all the necessary consequences of his actions. The judge and jury may in a rough way consider the prisoner believed himself justified in such action, but he is bound to accept those consequences. After some further discussion, it was agreed that the verdict should be accepted with the rider attached, which his Honour said he should view as a strong moral qualification, although legally it was not so. A verdict of guilty was then ordered to be recorded. Mr. Pitt asked his Honour to reserve the verdict, along with the other points reserved for the Court of Appeal. His Honour agreed to do so, and also to waive the arrest of the prisoner until the Court of Appeal had decided, binding him over in £50, and two sureties in £25 each, that he would come up for judgment when required. His bail was fixed at a low sum because, although prisoner had been guilty of a highly improper act, and one that deserved punishment, he did not look upon it under all the circumstances as a very serious crime. It was one that should have been dealt with in a summary manner, and he would repeat his opinion, that no inquest should have been held, as he did not think the structure destroyed was one which came under the jurisdiction of the Coroner. The sureties were at once provided, and the prisoner was liberated. Mr. Pitt applied to have the commitment of the Coroner quashed, which the Judge assented to.*

1873 Aug. *John Palmer's conviction quashed by Court of Appeal.*

There had been earlier instances of John Palmer apparently bending the law, as in the following curious case of public access to the Post Office having been selectively denied. Even allowing for some journalistic embellishment of the account, Mrs Palmer's interruption of the meeting seems quite bizarre. John's letter of rebuttal following publication of the article may be the truth, but one is left asking if that is indeed so, why would such a story have been concocted against him?

*10 Nov 1863 PUBLIC MEETING AT WAIMEA WEST A numerously attended public meeting, convened by local advertisement, was held on Tuesday, the 3rd instant, at seven o'clock, p.m., at Mr. Palmer's, the Waimea West Inn, and Post Office, "To take into consideration the state of the roads in the Waimea West district." Mr. John Kerr was elected chairman. N. G. Morse, Esq., J.P., the Waimea West member of the Local Road Board, stated the reasons which existed for calling the meeting, and the proposals which were likely to be discussed. The Chairman then proceeded to make some general remarks on the state of the roads in the Waimea West district, and especially mentioned the road which leads from the trunk line to Mr. Palmer's public house and Post Office, on which some discussion ensued whereupon, in order to bring the subject formally before the meeting, Mr. Thompson moved, and Mr. Morse seconded the following resolution: "That, in the opinion of this meeting, it is highly desirable for the convenience of the inhabitants of this district, that the Waimea West Post Office should be accessible by a public road." He said he hoped the proposition would be carried unanimously, as a Post Office ought to be accessible to everybody, and not, as was at present the case with the Waimea West Post Office, where several individuals had been deterred, by threats of legal proceedings, from even walking on the road leading to it. Mr. Morse stated his entire concurrence in the opinion expressed in the proposition. Mr. Palmer, who appeared to be*

*in a highly nervous and excited state, informed the meeting that the road to his public house and Post Office had been made by him through his own property, and at his sole expense; that it was a private road made for the public use and convenience. Mr. Palmer was here interrupted by the abrupt entrance of Mrs. Palmer. That lady, after fervently wishing that a newspaper reporter was present to take down the stuff that people were talking, declared that she would stop any one who even attempted to pass her house. The Chairman and Mr. Morse both requested she would withdraw — a demand with which she eventually complied. Mr. Palmer, after this slight interruption, proceeded with his statement. He said that, though he had made the road for public convenience, he reserved to himself the right of allowing individuals to use it; he candidly admitted having prohibited people from walking on it, and endeavoured to justify himself in so doing. Mrs. Palmer again entered and ordered the mover of the resolution to go back to Australia, expressed her contempt for all the people assembled, and stated that it was her firm and unalterable determination that no child but her own should put a foot on her road. As the conduct of Mrs. Palmer interrupted the business of the meeting, the mover of the resolution proposed that the constable should remove her from the room, on which that lady retired. Mr. Palmer then proceeded with his statement, and eventually sat down, leaving the meeting in doubt as to the extent of his concessions with regard to the road. The Chairman then put the resolution to the meeting, which was carried. Mr. Thompson proposed " That the Chairman be requested to forward the foregoing resolution to the Postmaster General, Auckland, acquainting him with the fact that the present Postmaster, Mr. J. Palmer, opened a road for the public convenience (i.e. a public road) to his office, as an inducement to the local Post Office authorities to retain him in the situation of district Postmaster, on the occasion of several of the inhabitants petitioning that the Post Office might be removed to a more central and convenient situation; that to this road some of the public only, and as an act of grace, are allowed access, women and children being prevented from using it under threat of legal proceedings for trespass." In moving this resolution, he repudiated the imputation of improper motives which Mr. Palmer had insinuated against him for having proposed the first resolution, and stated that he appeared, solely in the capacity of schoolmaster of the Village School, to endeavour to remove the restrictions which Mr. Palmer had imposed upon certain of his neighbours using the road, seven of his pupils being thereby entirely shut out from access to the school. Seconded by Mr. M. Newth, jun. Mr. Palmer, in reply, candidly admitted that he had done wrong in preventing the children referred to from attending school, and informed the Chairman that, whilst he continued to hold a public-house license, and the office of Postmaster, the road should be for the free and unrestricted use of the public. Mr. W. Bell then suggested that Mr. Thompson be requested to withdraw the last resolution, a request which was complied with. On the Chairman declaring and confirming the concession made by Mr. Palmer, the proceedings then assumed a conversational character; and, shortly before ten o'clock, the Chairman dissolved the meeting.*

*REBUTTAL: To the Editor of the 'Nelson Examiner.' Sir — The report in your issue of Tuesday last of a meeting at Waimea West, in which my name, and that of Mrs. Palmer, figures rather prominently, is such a distortion of facts that I feel bound to reply. In the report alluded to, I am made to admit having prohibited the use of the road to the public, to this statement I give my most unqualified denial, no person ever having been stopped from using the road. I deny having admitted having done wrong, and also having stopped children from using the road; and, in conclusion, would recommend your correspondent, whoever he may be, in future to have a little more regard for truth and propriety. I am, &c, John Palmer. Nelson, November 13*

Shortly after this Palmer was in Court, and again his wife seems to have been part of the problem:

*MAGISTRATES' COURT, WAIMEA-WEST. Monday, December 8 1863 John Palmer, publican, was summoned for keeping a disorderly house. The case was dismissed. [Same court sitting] William White and J. Palmer were charged with having used threatening and abusive language to William Thompson. After evidence had been given, Mr. White was called on for his defense. Mr. White: Can I be examined on oath? The Magistrate: No. Mr White: Then I can merely say that three fourths of what complainant has sworn to is false, and I shall take steps to have him indicted for perjury. I did challenge him to fight, and, had I horsewhipped him, I should have done no more than either of your worships would have done under such circumstances. The Magistrate: Whatever steps you may deem it necessary to take with reference to complainant's evidence, I shall bind you all three over to keep the peace. Mr. White: What Thompson, Palmer, and myself? The Magistrate: No, Mr. and Mrs. Palmer and yourself. Mr. White:*

*But Mrs. Palmer has nothing to do with it; she is not even summoned. The Magistrate: We cannot help that; if the Magistrates are satisfied, it is not for you to say anything. We shall bind you (White) over to keep the peace for twelve months, yourself in £100, and two sureties in £50 each; do you agree to that? Mr. White: I do, under protest. The Magistrate: And I shall bind Mr. and Mrs. Palmer over, themselves in £50 each, and two sureties, of £50 each to keep the peace for twelve months.*

John was to appear in court again in 1867, this time for a breach of the arms act. Once again the charge failed to stick, although the evidence shows that Palmer was not averse to bending the rules if need be. One suspects that a disgruntled member of the community may have informed against him to initiate the police action.

*April 6, 1867. RESIDENT MAGISTRATE'S COURT. Before J Poynter, Esq., R.M. Breach of the arms act. John Palmer, storekeeper, of Waimea West, was informed, against for selling, on or about the 15th November last, 7 lbs. of shot, half a pound of gunpowder, and one box of percussion caps, contrary to the provisions of the Arms Act, 1860. The prosecution was conducted by Inspector Shallcrass, and the defence by Mr A. Pitt. The following evidence was taken: Inspector Shallcrass: The, information is laid under the 9th and 10th clauses of the Act, more particularly but there are other clauses which bear upon the case. Christian Schwass: I am a farmer residing at Waimea West. I know defendant's store. I was there about the 15th November last. I can't say for certain. I obtained a pound of gunpowder, seven pounds of shot, and 250 caps. He gave me an account of them. He booked it for me. I had no money at the time. I got the ammunition from his son, who made but the account now produced. I did not see Mr. Palmer himself at the time. I notice the account was made out in the name of Buxton. I had made no previous application for the ammunition before I received it. I was served with it, in the tap-room, at the counter, in the ordinary way, by the son of defendant. It is not paid for yet. I got no permit from the Customs before going to Palmer. To Mr Pitt: I can't say what time of the day it was. I did not see Mr. John Palmer there at the time. I saw him the same day. When I entered the bar young Palmer brought me the shot and powder when I asked him. I said I wanted a day's shooting, if I had powder and shot, Young Palmer said they had some, and would sell me some. I said, then let me have it. He said he could let me have it if I signed a requisition for it, this was before he fetched it. I signed one after I had got the powder and shot. The paper produced is the one I signed, I think. The requisition was to the Commissioner of Customs, Albert Palmer wrote it. He was acting for his father, as shopman. The document is not dated. He made me sign it as a document from the Custom House. I have signed requisitions to the customs before. The Magistrate: I don't see how you make out that the powder was not sold. Mr Pitt; I intend to prove that the defendant did not sell it. H. B. Farquar: I am clerk in H.M. Customs. I act for the Collector as Licensing Officer, and sign for him. No permit was granted to Christian Schwass on or about the 15th November last. I produce duplicates of the licenses issued in proof of this statement. No license was issued to him during the month of November. There was one granted to him on January 19th, which I produce. It was granted on a requisition. I believe the paper marked B is the requisition on which I granted the license marked C. It was to authorise Mr. Buxton. I know John Palmer is not a licensed dealer in ammunition. Mr Buckeridge, formerly Buxton and Co., was. To Mr Pitt: Mr Palmer obtained an order from the Customs, on 4th September last, to purchase a pound of powder, ten pounds of shot and 500 caps, Schwass is known at the Customs as a settler, so is Mr Palmer. I have known the latter obtain orders from the Customs, for other people as well as himself. It is usual for persons to take orders for their neighbours under certain circumstances. They bring an application and get a license in favor of other people. If a requisition is produced and the party is known, a license is given as a matter of course always, at the option of the Collector. During the year Mr. Palmer has had some licenses but not lately. It is usual for persons at a distance to send requisitions to the Collector to grant an ordinary license to a licensed dealer to supply the ammunition. The Court: An unlicensed person selling gunpowder and then sending a requisition must tend to render the act inoperative. Witness: It is not the practise to grant a license, if the powder has been supplied two months or six weeks previously, it would be quite irregular. Mr Pitt said before the case proceeded further, he would like to put one point. The information was not good, as it said the offence was committed against the Arms Act, 1860. The offence of acting as a dealer was distinct from other clauses under which the information was brought. The Magistrate said he would not rule on that subject, as if he did the defendant would be informed against on several special offences. He was not called on to decide summarily, and it would be better for the defendant that the case should go on. Mr. Shallcrass having stated that he had another witness to examine, the case was adjourned until Tuesday next, Mr. Palmer to enter into his own recognisance of £100 to appear on that day.*

This case was adjourned from Saturday last, to enable the prosecution to adduce additional evidence. This morning the following witnesses were examined. Mr Urquhart, I have taken the quantity of powder Mr. Palmer has obtained licenses for from September, 1865, to September, 1866. It is 3 lbs. gunpowder in three separate parcels, for which he had orders. To Mr. Pitt: I don't remember if Mr. Palmer applied for a dealer's license. He said he thought of doing so, but it was not worth his while. There is no licensed dealer at the Waimea West. There are two at Wakefield. H. Buckeridge: I am a member of the firm of Buxton and Co., and hold a license under the Arms Act. I produce a book in the form prescribed by the Act, in which I enter all sales of arms and ammunition. On referring to the date, November, 1866, I find no entry of powder to Schwass. On January 19, there is an order for him through Mr. Palmer, to whom I delivered it. It is the custom to give it to the person who brings the order. It is the custom in the country to do so. I was not then aware Schwass had received those goods previously. Mr Palmer occasionally gets powder from me. I charge him 6s. per lb. To Mr Pitt: I don't recollect when Palmer brought me the requisition. There is no date on it. That produced appears to be the same. Palmer has made remarks about forgetting to bring the requisition on some occasions. I am a licensed dealer. Palmer generally brings the requisition to us for himself or others. This we send to the Custom House, signed by different people, and obtain licenses for them. After getting the licenses, we send or give the powder to Palmer, who pays for it. I know that course is permitted by the Custom House. The paper marked A is not made out by our firm. It is not one of my accounts. We have supplied him with bill-heads for the purpose of making out accounts. He is charged 6s, and our price to other people is 7s.6d. per lb. We allow him the difference as commission. George Walker: I am a district constable at Waimea West. I know Palmer's store. From information received, I inquired on the 25th March last, if he had a licence to sell gunpowder. He said he had no license. When I first asked him, he said yes. He offered to sell me or anyone else, some gunpowder. To Mr Pitt: When he offered to sell it, he said he would if I signed an order. Mr Palmer's son was present at this conversation. Mr Pitt submitted that from the words of the information, and the evidence adduced the inquiry should be confined to the 28th section of the Act, to the selling without a license. The Magistrate said he could not control the crown prosecutor, or influence him in the mode of laying the indictment. This was not a summary affair. Mr Pitt continued to argue that the only offence with which his client could be charged, was selling without a license, and it was clear from the evidence of the Custom House officer, that he had been guilty of a slight irregularity only in this respect. The permission granted to persons in the country to obtain licenses to sell on requisition to the Customs was the basis of his action, and although the defendant had gone beyond the strict letter of the law, he had committed no offence against its spirit. The fact of his taking the precaution to get the requisition signed, was conclusive of his intention to respect the law, by obtaining the necessary order from the Custom House. In fact the irregularity was committed to oblige a friend and not for the purpose of infringing the law. The powder in question was sold under the requisition prescribed by law, and it was proved in evidence that the sale was charged to Buxton and Co., and that the money was not received up to the present time. Such an irregularity although a departure from the letter was no breach of the spirit of the Act, which was to be construed in reference to its objects and intentions. On the authority of Blackstone it might be affirmed that this was the way to interpret an Act of parliament, and the ruling of other eminent legal authorities was to the same purpose. The Act never contemplated the punishment of two men who were out sporting, if one received ammunition from another in a similar way, and yet such a result would obtain if the strict letter of the law were enforced. Palmer had committed an irregularity to oblige a friend, and had been prevented by an accident, as would be shown in evidence, from making himself safe by applying to the Customs. His conduct had been all fair and straightforward, the intention was to act through the Custom House, and to obtain a license in the usual way. This was an indictable offence, and he was aware that the case might be sent to the Supreme Court, but he put it to the Magistrate whether he would not act wisely in dismissing it on the facts and not send it to a jury, who would be sure to refuse to convict where there had been no real breach of the Act. Mr Pitt called Albert John Palmer, who said: I am son of the defendant, I recollect Schwass coming in November last, to the shop. I think it was about the 10th. He first had something to drink, after a time he asked if we had any powder and shot. I said yes, and would let him have some, if he signed an order. We sold to different persons, I acted as my father's servant, I had no license. The Magistrate: I don't see how you can persist when the very first clause in the Act, prohibits the sale without a license. Mr Pitt: He was not acting as a dealer. The Magistrate: I shall act in this way, I shall sum up as to the selling, and leave the Crown Prosecutor to bring an indictment in any way he thinks proper. It is not a summary proceeding, and this is a reason why you should not persist. Witness: Schwass signed the requisition marked B, I wrote it, and he signed it, at the time he got the powder and shot. The requisition was put in the cash box, intending to be taken to town, but it was

*forgotten. My father said it should have been taken before. The blank was left for Buxton & Co, to fill in. He got half a pound of powder only, although the order was written out for a pound. The account was usually made out to Buxton. My father came to town between November and January, but forgot to take the requisition. I heard Constable Walker ask my father if he had a license, he said, no. I heard all that was said in the store. I did not hear the word yes and afterwards no. I made out the account produced. The Magistrate said whilst disposed not to send the case for trial, he felt that the defendant was liable under the first clause of the act, which distinctly prohibited him from dealing without a license. The forms of the Schedule had also been departed from. He had no authority to sell, and ought to have obtained a license. Not to do so was to cheat the revenue, and the defendant was fully aware of what he was doing, and had rendered himself liable to a charge of misdemeanor under the 30th clause. The keeping an account with Buxton & Co., looked like a contrivance to evade the act. Whilst contending that Palmer ought to have taken out a license, he did not think the act contemplated a penalty on persons who sold a small quantity of powder for sporting purposes. He would leave it to the Crown Solicitor to act as he thought proper in preferring another indictment, but he should dismiss this case for the reasons he had stated.*

The cases outlined above are all definitely associated with John Palmer, publican of Waimea West. There were at least two other John Palmers in the Nelson area at this time, and there are a number of reports of a John Palmer appearing in court, as accuser or as accused, where the identity is not clear. For example in 1876 in the Resident Magistrate's Court at Spring Grove, Henry Brown was charged with assaulting John Palmer and fined 20s and costs. A cross action brought by Brown was dismissed because it had happened twelve months previously. Again in 1876 at Spring Grove Drom was charged with assaulting John Palmer, fined £1 pound and costs. At the same session John Palmer was sued for wages due, for another debt and for trespass of his stock – he lost all three cases. In 1877 the Court at Richmond heard a complaint against John Palmer for using abusive language, but as it had occurred in his hop garden which was not a public place the charge was dismissed. Dron sued John Palmer for cattle trespass, but the case was withdrawn.

*1876 at Spring Grove John Palmer v. W. M. Thomson This was a case of alleged assault, but the Bench, after hearing the evidence, dismissed it. John Palmer v. Robert Thomson — this was another assault case. It appeared that Palmer called Thomson everything but a gentleman, when defendant jumped out of a trap he was riding in, and gave him a shaking. He was fined 10s and costs in consequence of his taking the law into his own hands.*

*Robert Thomson v. John Palmer. — Charge of using abusive and insulting language on the same date as the Assault above complained of was committed. The Bench fined Palmer 10s and costs. In this and the former case the Bench had considerable difficulty in getting at the truth, in consequence of the eccentric manner of the defendant Palmer, who would insist upon commenting on plaintiff's evidence as he was giving it.*

At least some of these cases, or similar ones, must have referred to “our” John Palmer, judging from the His Honour’s unprofessional outburst in of the following case:

*1876 22 February Attempt To Murder. Albert John Palmer, Waimea West, charged with attempting to murder his father, John Palmer. His Worship: The Palmer family again! The Inspector of Police said that he was not prepared to go on with the case just then, and must ask for a remand for eight days. Mr Acton Adams, who appeared for the defendant, asked either that bail might be allowed or the remand made for a shorter period. His Worship thought the request was reasonable. The family was a perpetual nuisance to the magistrates and to every one else, and the whole circumstances connected with them were most deplorable. It was scarcely fair to keep so grave a charge impending over the defendant for a long time, and he should therefore remand him until Friday, but seeing the gravity of the charge he should require heavy bail, namely, the defendant in £500, and two sureties in £250 each. Messrs T Harley and H. V. Phillips were accepted as sureties, and defendant was remanded until Friday.*

*15 Feb 1876 Albert Palmer, was brought up again this morning. Mr Pitt, on behalf of complainant, asked permission to withdraw the charge, which was granted.*

The charge was withdrawn, but apparently not without some damage to the family reputation, for in the 1876 renewal of liquor licences John Palmer of Waimea West was refused, stirring up a brief flurry of correspondence to the newspaper. From this date his house, previously the “*New Waimea Inn*” seems to have been referred to as “*The Gables*.”

*The old licenses were renewed with the exception of John Palmer's. The police reported that the house had been badly conducted during the last twelve months. Mr Acton Adams for the applicant presented a petition in favor of the renewal signed by a large number of the ratepayers and also stated that the applicant's son, who was the chief cause of the rows in the house, had left the district. The Court, however, decided that, looking at the nature of the police report, the general disposition of the applicant, and other facts of which as Magistrates for the district they could not be ignorant, they were bound in their discretion to refuse the license, because they did not believe the applicant to be a fit and proper person to conduct a licensed house.*

*A CONTRADICTION. To the editor of the Evening Mail Sir — I was both surprised and amused on reading in the report of the Licensing Court held at Waimea West on Thursday last, that Mr Acton Adams who appeared for the applicant John Palmer, asserted that I was the cause of the disturbances that have occurred in his house. To this I beg to give a most positive denial, as it is well known in the neighbourhood that he himself has been the sole cause of every irregularity. It is also well known that he being such an eccentric individual has not been capable of conducting any business for some years past, more especially a licensed house. I am only surprised at Mr Adams who so well knows the real facts of the matter, bringing forward such an unfounded plea. I hope you will insert this in the cause of justice, as your paper has such a wide circulation, and if not contradicted it may be apt to mislead people who do not know John Palmer. I am &c, Albert John Palmer Foxhill, June 10th, 1876.*

*THE PALMER CASE. To the editor of the Evening Mail Sir - I was much surprised, but certainly not amused on reading a letter . . . , in which Mr Albert John Palmer ridicules a professional gentleman for endeavouring to make the best he could of a bad case. He then goes on to say that it is well known that Mr Palmer is such an eccentric individual that he has not been capable of conducting any business for some years past. He does not inform the public that Mr Palmer's eccentricity may have been accelerated by having his head split open some years ago with a quart pot by one who ought to have known better. There is a Sunday-school at Fox Hill, and if Mr Albert Palmer will attend (not as a teacher but as a pupil), I would recommend the teacher to give him for his first lesson "Honour thy father and thy mother, that thy days may be long in the land which the Lord thy God giveth thee."— I am, &c, Justice. Wakefield, June 12, 1876.*

*To the editor of the Evening Mail Sir - I observe in your issue of Saturday last a letter, signed by my son Albert John Palmer, containing certain insulting references to myself. It is not my intention to reply to his letter, further than to say that I think he ought to be thoroughly ashamed of having written such a letter of his own father. The matters referred to by him do not interest the public, and I must therefore decline to discuss them in a newspaper, I am , &c... J. Palmer, Waimea West, June 12. 1876.*

Happily, by the time of his death such incidents were forgotten, leaving his obituary to dwell on the positive aspects of his life.

*Waimea West. Another of our old pioneers, Mr John Palmer, has gone to his long home, a victim to old age and influenza. The deceased came to Nelson in the ship Phoebe about fifty-six years ago, and pitched his camp in the thick forests of Waimea West. He soon began to take a share in the brunt and toil of developing his adopted country, and making it more like a paradise than a wilderness. To meet the wants of the sawyers and settlers, he opened an accommodation house and store on the banks of the Waiti, and some years after built the large brick premises on the main road. He gradually acquired land, which he carefully cultivated, so that he became one of the largest landowners and producers of hops and cereals of the Waimea. It is many years since he retired from active labors, and had enjoyed very good health till he was seized with the influenza, and even then he kept about till the last day, when he found himself too weak to get about, and gradually sank till he passed away on the evening of the 10th instant, at the ripe age of 82. He leaves behind him a widow and a large family, six sons and six daughters, all of whom are married, also fifty grandchildren and a number of great-grandchildren, to mourn their loss. The Colonist*