

**BEFORE THE QUEENSTOWN LAKES DISTRICT COUNCIL**

**IN THE MATTER** of the Resource Management Act 1991

**AND**

**IN THE MATTER** Plan Change 50 (Queenstown Town Centre Zone  
Extension) to the Queenstown Lakes District Plan

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**SUPPLEMENTARY EVIDENCE OF PAUL MACRAE SPEEDY**

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## INTRODUCTION

1. My name is Paul Macrae Speedy. I am an employee of Queenstown Lakes District Council (the Council), and my role is more fully detailed at paragraph 2.1 of my primary evidence dated 10 November 2014.
2. This supplementary evidence addresses some specific issues raised through the hearing process since I presented my primary evidence.

## ADDITIONAL MATTERS ARISING FROM THE HEARING

### The Extent of Proposed Height Limits

3. Mr Kyle was questioned specifically as to the percentage of land proposed at 26m on the Height Limit Plan (see Figure 1 below). I can confirm that the area represented at 26m is 1.3% of the total (coloured) area in the Height Limit Plan.

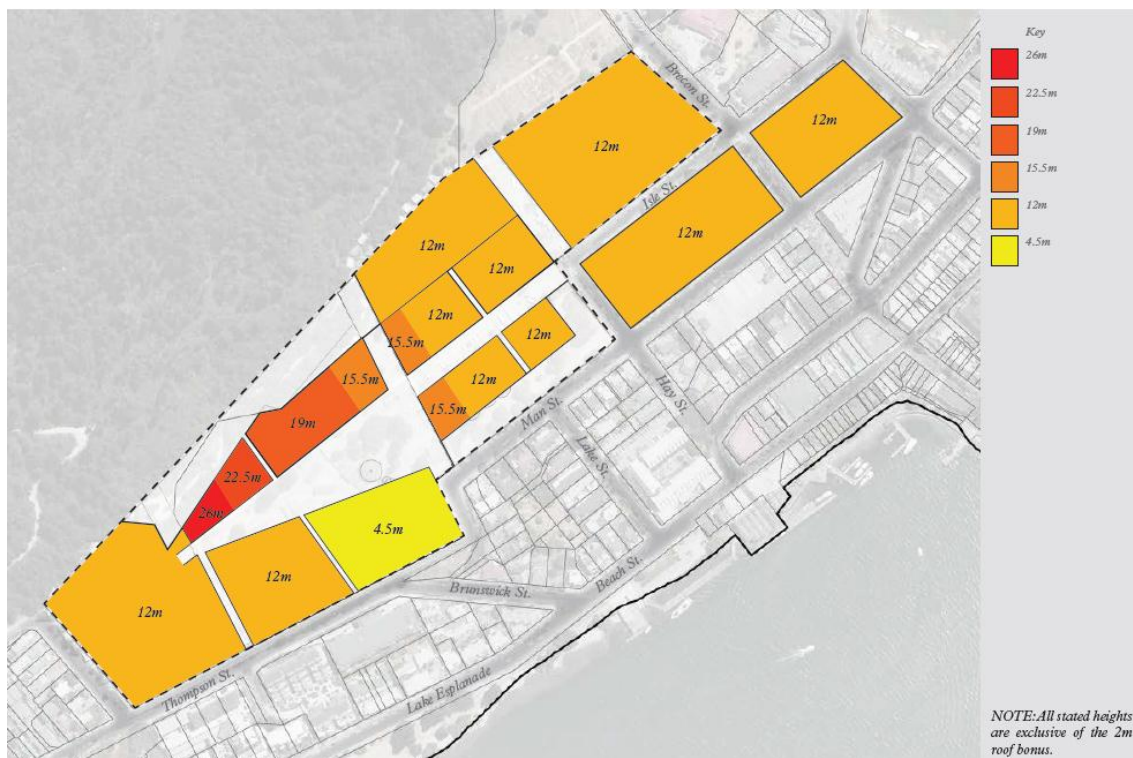


Figure 1: Height Limit Plan - taken from plan change 50 additional information photomontages prepared by FearonHay October 2014, Page 2.

Height limit	Area (ha)	% of total area
4.5	0.8	8
12	8.0	80
15.5	0.4	4
19	0.5	5
22.5	0.2	2
26	0.1	1
<b>Total</b>	<b>10.0</b>	<b>100</b>

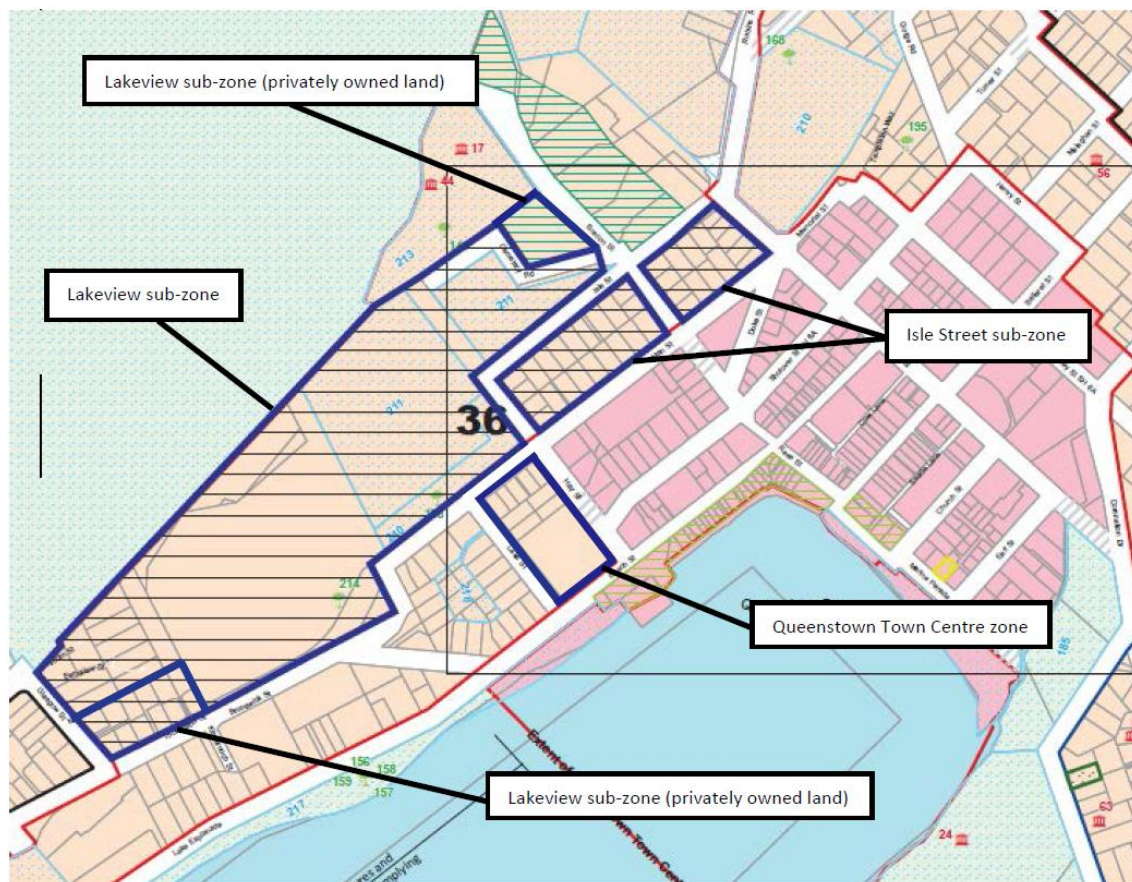
Table 1: Height Distribution Summary

### Scale of Development in the Lakeview Site

4. Submitters have provided a variety of assessments as to the scale of the plan change. These assessments have been expressed in terms of both land area and capacity or gross floor area (GFA).
5. The proposed plan change land area is 14.5ha. The Lakeview subzone comprises 11.7ha or 81% of the total plan change land area. The Council owned Lakeview site is 10.7ha (74%), completely contained within the Lakeview subzone. The remaining 3.8ha (26%) of land is in private ownership.
6. The plan change land area figures are summarised in Table 2 below.

Site	Sub area	Ownership	Area (ha)	% of total area
<b>Lakeview Subzone</b>	Lakeview site	QLDC	10.7	74
	34 Brecon Street	Private	0.4	3
	Thompson/Glasgow	Private	0.6	4
<b>Subtotal:</b>			<b>11.7</b>	<b>81</b>
<b>Beach Street Block</b>		Private	0.9	6
<b>Isle Street Subzone</b>		Private	1.9	13
<b>Total:</b>			<b>14.5</b>	<b>100</b>

Table 2: Plan Change 50 Land Area Summary.



**Figure 2: Plan Change 50 Consultation Map taken from the section 32 evaluation report prepared by Mitchell Partnerships, page 1.**

7. In December 2013 the Council approved a set of development principles and preferred master plan for the Lakeview site. The structure plan for the Lakeview subzone (Urban Design Framework AEE Appendix B, page 25) sets out the configuration of reserves, roads and wider subdivision in accordance with this master plan.
8. The 13 development principles are contained within Appendix A of this evidence.
9. The complete Populous and FearonHay master plan of December 2013 is attached to Mr Weir's evidence as Appendix 2. I have selected for analysis and comment below specific pages from the master plan (see Figure 3 and 4 below and Appendix B of this evidence).
10. Of the total 10.7ha Lakeview site, 3.6ha is proposed as development land (excluding the preferred convention centre site). The majority (59%) of the Lakeview site land area is proposed for reserve<sup>1</sup> and a road/pedestrian network.

<sup>1</sup> The Council has granted a lease to a private operator to manage the Lakeview holiday park and is considering a similar lease arrangement for the hot pools site under the Reserves Act 1977.

Land	Proposed Land Use	Area (ha)	% of Total Area
Free hold	Convention Centre	0.9	8
	Development land	3.6	33
<b>Subtotal:</b>		<b>4.4</b>	<b>41</b>
Reserve	Ben Lomond	1.0	9
	Holiday Park	1.9	18
	Hot Pools	0.8	7
	James Clouston Memorial Reserve	0.5	5
	Market Square	0.4	3
<b>Subtotal:</b>		<b>4.6</b>	<b>43</b>
Road Reserve	Road/Pedestrian (not existing)	1.3	12
	Cemetery Road (existing)	0.4	4
<b>Subtotal:</b>		<b>1.7</b>	<b>16</b>
<b>Total:</b>		<b>10.7</b>	<b>100</b>

**Table 3: Lakeview Site Area Summary**

11. The capacity for development in terms of gross floor area (GFA) on the development land will be uncertain until the Council undergoes a market engagement process with potential developers. Elements such as the type of development (i.e. hotel, residential units or commercial/retail) have various conversion ratios which provide 'usable' or net floor area values.
12. Car parking requirements for the various types of development and large anchor activities (namely convention centre and hot pools) will likely be above ground and incorporated as part of any development footprint. Accordingly, the available net floor area is reduced.
13. Depending on the level of market uptake, retail and related activities proposed within the Lakeview site are expected to accommodate circa. 6,500 sq m (GFA). This compares to a total of some 40,000 sq m in the current Queenstown Town Centre Zone and 113,000 sq m consented within the Frankton Flats cluster<sup>2</sup>. The property advice that the Council has received to date suggests this scale of retail/commercial development is appropriate and will be necessary to complement the larger (additional) anchor activities proposed.
14. With the balance of any available floor area within the development land likely to be utilised for residential or visitor accommodation purposes, the Council will adopt an integrated approach for the entire Lakeview site where it can control outcomes consistent with the approved development principles. Selection of a reputable

<sup>2</sup> Information obtained from McDermott Miller Strategies Ltd, in association with Allan Planning and Research Ltd: Business Zone Capacity and Zoning Hierarchy Report, Page 33, Section 32 Appendix A.

development partner (or partners) to deliver the development of the site is an essential element for the Council in achieving these objectives.

15. Ultimately the success of the Lakeview site will benefit Queenstown and the district<sup>3</sup>. The viability of this 'precinct' relies on a certain level of development and scale, not only to accommodate the size and type of activities proposed, but also to attract sufficient market interest and critical mass.

### **Convention Centre Location**

16. The preferred location of the Queenstown Convention Centre (QCC) and the potential benefits of locating the QCC in an area bordering the James Clouston Memorial Reserve were raised at the hearing and in conferencing.
17. I will provide an overview of the Council's decision-making with respect to the preferred location of the proposed QCC. Mr Weir will present in his evidence a more detailed explanation of the master planning elements which have informed this decision making.
18. In August 2011, the Council established a working group which included representation from the Queenstown Chamber, Destination Queenstown, the arts and the accommodation sectors. The purpose of this working group was to establish criteria with which to evaluate various options for the proposed QCC. A feasibility study was commissioned by the group in March 2012.
19. As part of this feasibility study, professional conference organisers (The Conference Company), and convention centre architects (Populous), reviewed the respective merits of three sites in close proximity to the Queenstown CBD. McDermott Miller (economic advisers to the Council on the District Plan) provided analysis of the merits of the respective sites in terms of economic impact.
20. The findings of the feasibility study were put forward for public consultation (1-31 August 2013) and an independent survey was undertaken<sup>4</sup>. The Lakeview site was preferred (strongly supported or supported) by 59% of submitters and 54% of survey respondents.

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<sup>3</sup>As concluded by Insight Economics in their PC50 section 32 assessment and hearing evidence prepared by Mr McDermott and Mr Colegrave.

<sup>4</sup> This was a telephone survey of 400 ratepayers and residents conducted by Versus Research Limited in August 2013.



Consultation	% Strongly Support or Support	% Strongly Oppose or Oppose
Public Submissions	59	16
Independent Survey	54	19

Table 4: Lakeview is the best site for a convention centre - Public Consultation Summary of Results, August 2013

21. On 17 September 2013 the Council approved a recommendation to lead the development of a convention centre at the Lakeview site as part of an integrated development model subject to conditions, which included approval of a master plan. The master plan produced by Populous and FearonHay was received by the Council on 19 December 2013.
22. The master plan considered three QCC location options within the Lakeview site. The Council approved the recommended location option 1 (Figure 3 below) and subdivision layout depicted on page 30 of the master plan (Figure 4 below).



Figure 3: QCC Location Options – taken from the Convention Centre Project: Master planning and development options, 19 December 2013 officer report, Attachment B - Lakeview master plan prepared by Populous and FearonHay, page 25. A complete version of page 25 is provided in Attachment B of this evidence.

23. Since the Council resolution of 19 December 2013, more detailed Lakeview site master plan and design work has been completed. This work has focussed on integrating the requirements of:
  - a. the QCC facility design and spatial planning;
  - b. a subdivision plan (including reserve exchange and parcel analysis);

- c. the market square and road/pedestrian network;
- d. the Ngai Tahu hot pools proposal.



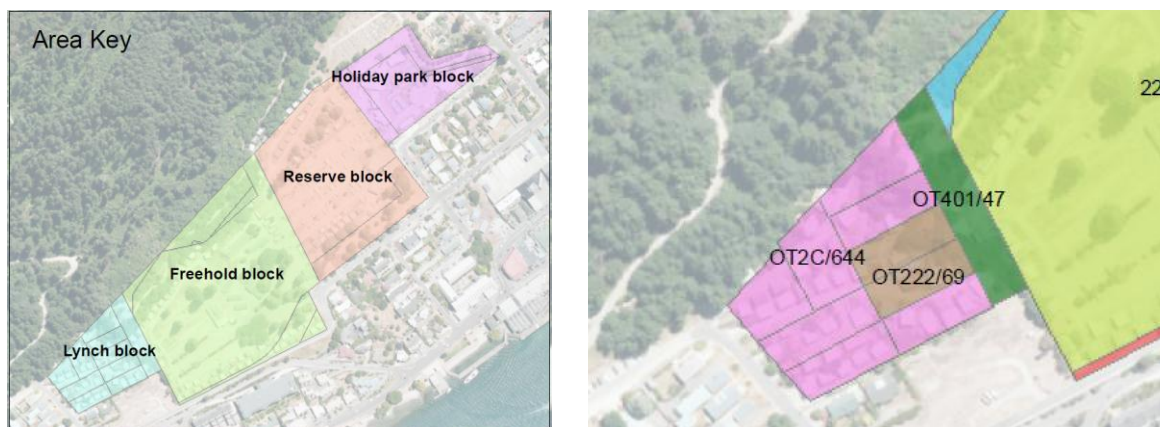
Figure 4: The Council approved preferred option – taken from the Convention Centre Project: Master planning and development options, 19 December 2013 officer report, Attachment B – Lakeview master plan prepared by Populous and FearonHay, page 30. A complete version of page 30 is provided in Attachment B of this evidence.

24. Subsequently, both the Council and Populous/FearonHay consider location option 2 (Figure 3 above) the preferred QCC site. This determination has been reached after the spatial arrangement and connection between the proposed activities of the market square, hot pools and QCC were investigated.
25. This preferred location is further to the west (100m), but frontage with Thompson Street is maintained, as are pre-eminent views and a visual connection to Man Street. Mr Weir has further addressed the rationale for this alternative QCC site in his evidence.
26. While the master plan contemplates various QCC locations, there are no rules within the Plan Change provisions which prescribe a specific location. As Mr Kyle notes in his supplementary evidence, such an activity will have the same planning status anywhere in the Lakeview subzone.
27. Furthermore, funding arrangements and a final design (including final location) for the QCC are yet to be approved by the Council.



## Lynch Block Cabins

29. Privately owned cabins have occupied the Lakeview site since the late 1950s when the Council decided to make space available for predominantly owner-occupied holiday accommodation. Utilisation of the cabins has shifted over time from owner-occupied holiday accommodation to semi-permanent and permanent accommodation. A recent survey by Council property managers (APL Limited) identified as few as 20% of the privately owned cabins are used for holiday accommodation. The majority (62%) of licence holders rent their cabins on the open market for full market rent, well above the fee they pay to Council.
30. In the late 1990s the Council considered options to develop the Lakeview site. At that time the Council had a number of inconsistent permits and lease arrangements with the cabin owners.
31. In 2002 the Council negotiated (by way of arbitration) with the Queenstown Cabin Owners Association to purchase all the cabins on the Freehold block and enter into licence to occupy agreements with cabin owners on the Lynch and Reserve blocks (see Figure 5 below).



**Figure 5: Lakeview Site Area Key and Lynch Block Title Key - taken from the Convention Centre Project: Master planning and development options, 19 December 2013 officer report, Attachment C - Lakeview Base Map. A complete version of the Lakeview Base Map is provided in Attachment C of this evidence.**

32. The terms of the licence are explicit in that there is no right of renewal and on termination; the licence holder is to remove the cabin and foundations at its cost. A specific clause contains a provision whereby the licensee acknowledges that the Council may develop or sell or otherwise dispose of parts of the balance of the land.
33. In all but one case (the McPhail cabin) the licences to occupy expire on 30 September 2015. The McPhail cabin is not subject to a licence, but rather a lease. The trustees for the McPhail estate have expressed a preparedness to sell the cabin lease, but to date the Council and the executors have been unable to agree a price.

34. Submitters at the hearing and in conferencing have suggested the Lynch family donated the area of land known as the Lynch block to the Queenstown Borough Council in the 1950s for the particular historic purpose of providing affordable holiday accommodation.
35. The Council has undertaken extensive research in order to ascertain whether the Lynch block titles should have been subject to any specific record following transfer to the Council. The research to date on this matter has included:
- a. a full legal review of the land, titles and identified records including probates of Mr J.P. and Mrs M. Lynch;
  - b. direct communication with relatives of the Lynch family as to the research being undertaken including requests for any family evidence of the intention for the land to be held subject to an endowment;
  - c. a search of all Council records held in hard and electronic format;
  - d. a search of electronic newspaper records of this period to establish whether any donation or gifting of this land was reported;
  - e. direct enquiry to the Public Trust office;
  - f. review of scrap books of newspaper clippings held at the Lakes District Museum;
  - g. a complete Hocken Library search of Queenstown Borough Council minute books including the employment of a researcher to go through other Council records.
36. The Lynch block comprises 3 certificates of title (OT2C/644, OT222/69 and OT401/47 see above in Figure 5). Title OT401/47 was a former Crown stopped road which has been vested in the Council.
37. Joseph Paul Lynch owned the remaining two titles (OT2C/644 and OT222/69). In his will he granted his wife Margaret Lynch a life interest in all of his freehold property and upon Margaret's death all his freehold land was bequeathed to his nephews James Phillip Kelly and Frank Lynch.
38. There was a transmission of both titles to James Phillip Kelly as executor of the estate of Joseph Paul Lynch. James Phillip Kelly died intestate (without a will) in 1959. There was then a transmission to the Public Trustee with respect to the estate of James Phillip Kelly. That transmission records that James Phillip Kelly completed the duties as executor of the estate of Joseph Paul Lynch.

39. The Titles were then transferred by the Public Trustee to the Queenstown Borough Council pursuant to the Municipal Corporations Act 1954. None of the titles have any registered interests and the Hocken Library research suggests that the Lynch block(s) were purchased.
40. A copy of the researcher report of Council records held at the Hocken Library is provided in Appendix D to this evidence.
41. It is my opinion that the Council has undertaken a very thorough investigation into how the Lynch block came to be in Council ownership, and into whether or not any special conditions are associated with this land. I note that the submitters have not provided any documentation or information that could assist the Council further in researching this matter. While I acknowledge the submitters' beliefs, I hold the view that the Council has addressed this matter with a high level of integrity.
42. Considering the findings of this exhaustive research, the Council has determined that the site was not donated to the Council for a particular purpose and on that basis the decision to include the Lynch block land as part of the wider Lakeview site development has been made. The Council is of the view that there is no bar to the actions it is taking in relation to the rezoning or any other matters to do with the cabins.

Dated 23 December 2014

**P M Speedy**

# Appendix A

## **Principles for Lakeview master-plan development (approved by Full Council 19 December 2013)**

1. Maximise the commercial development opportunities in a manner that minimises the financial burden to ratepayers.
2. Establish early, successful, and coordinated development of the Lakeview site.
3. Ensure the Queenstown Convention Centre (QCC) location is given a level of pre-eminence to ensure commercial and public appeal.
4. Assess the merits of current and proposed uses in terms of the financial and economic business case.
5. Ensure that master-planning future-proofs likely infrastructure developments.
6. Balance the commercial developments with the need to provide spaces that appeal to and gain “buy-in” from the local community.
7. Ensure the site complements rather than competes with the current CBD.
8. Minimise risk (financial and otherwise) to ratepayers.
9. Where possible make greater use of under-used reserve land to maximise the development opportunity of freehold land.
10. Ensure each use/activity complements and is well-integrated to adjoining uses/activities.
11. Ensure that the capital costs for the QCC have regard to best practice sustainable design principles and on-going operating costs.
12. Development at the site mitigates any adverse impacts on housing affordability and ensures that equivalent affordable housing options are enabled in a manner consistent with the stakeholder deeds agreed as part of Plan Change 24.
13. Considers options for the future operation of the campground.

## Appendix B

### Convention Centre Location Options



#### Convention Centre - Location 1 (Recommended Option)

- Positions the Convention Centre where most accessible for public use on site
- Prominent view shaft along Man St
- Good pedestrian connectivity with CBD incl. Man St, Brunswick St, Beach St & the waterfront.
- Convention Centre fronts to existing infrastructure

#### Convention Centre - Location 2

- Allows supporting development to occur to eastern flank
- Prominent visual connection from Brunswick St
- Partial visual connection with Man St.
- Existing contours better suited for building mass & programme
- Convention Centre fronts to existing infrastructure

#### Convention Centre - Location 3 (Not Recommended)

- Closer location to CBD
- View shaft along Man St less prominent
- Recreation Reserve in front inhibits direct vehicular Access from Man St
- Lake St pedestrian connection impractical, & relies on Man St inter-connectivity & access
- Location impractical for successful development of site & programme

0.025

Scale 1:5,000



Queenstown Lakeview  
Development Masterplan  
12 | 2013

POPULOUS

fearonhay



## Appendix B

### Masterplan Options



Lakeview Masterplan - Location 1 (Recommended Option)  
Key Principles & Connectivity

- Idle St extension with Man St connection
- Campground allotment following Option 1 model
- Convention Centre to forefront of public address
- Central Market Square supporting development amenity
  - Shared space, focused on pedestrian activity
- Hot Pools development with Thompson St frontage
- Connectivity to Lynch Block development (Development Land #2)

0.030

Scale 1:5,000



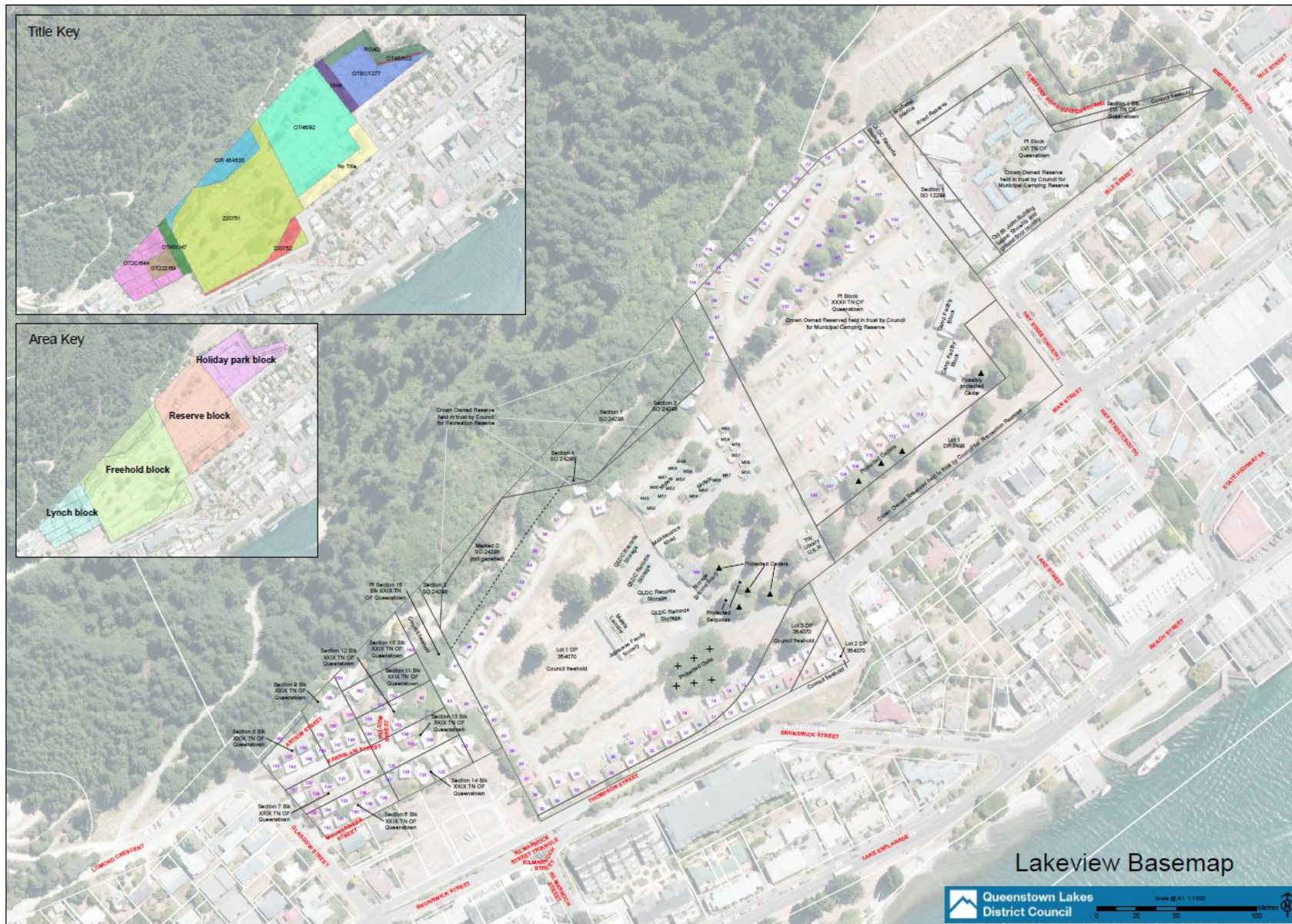
Queenstown Lakeview  
Development Masterplan  
12 | 2013

POPULOUS

fearonhay



## Appendix C



## **Appendix D**

Lynch Block Research of Hocken Library records by Keith Scott.

**Research on Land in Queenstown Borough  
Block 29, Shotover Survey District**

**Researcher's note:** All correspondence and references in minutes to Sections 6 to 14 in this block referring to the title relate to the purchase by the QBC of these sections from the estate of J.P. Lynch. No mention is made anywhere of any donation or bequest

<b>Persons of interest</b>
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Joseph Paul Lynch	died May 1956
Margaret Lynch	died January 1960

<b>Land Transfer Registers, Archives New Zealand, Dunedin Office</b>
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Sections 12 and 13

20.11.1956	Transferred to James Phillip Kelly of Timaru (executor)
17.11.1965	Transferred to Public Trustee
8.12.1965	Transferred to Queenstown Borough

(DAHG D364 9197 448/69)

Section 3

1958	Owned by William Reebe
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(DAHG D364 9197 315/93)

Balance of sections transferred to Queenstown Borough Council by the Public Trustee at the same time as Sections 12 and 13.

<b>Otago Daily Times</b>
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Researcher's note: These are not cuttings on the Council files but taken from researching the newspapers on the date the council material mentioned the event.

**18 August 1956**

The Wakatipu Trading Company advertises land, to be sold at auction on 25 August 1956, on behalf of the estate of J.P. Lynch.

1 dwelling Section 2 Block 29

Sections 1, and 3 to 14 Block 29

**10 October 1958 p 12**

A block of land which will hold 57 cabins is to be opened up in Queenstown. The land was bought by the Queenstown Borough Council which is now calling for applications for the 20 cabin sites still available. . . The land was formerly part of the estate of the late Joseph Lynch.

<b>The Queenstown Borough Council Minute Books of Monthly and Special Meetings 1956-1966</b>
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**28 May 1956**

**Hocken Reference**MS-2209/009

It was resolved that it be left in the Town Clerk's hands to make enquiries in relation to Lynch property adjacent to the Camping Ground.

**21 August 1956**

**Hocken Reference** MS-2209/009

It was resolved that the Council investigate and look into the Estate of J.P. Lynch sections which are to be auctioned with a view to either purchase or exchange of those sections adjoining the Camping Ground. Carried.

**3 September 1956**

**Hocken Reference MS-2209/009**

That a firm final offer of £750 be made for the top sections in Estate of J.P. Lynch if present offer of £650 is declined. Moved by Cr. Robbins seconded by Cr. Brown.  
(Researcher's note: Exactly which 'top sections' is not further explained)

**4 February 1957**

**Hocken Reference MS-2209/010**

It was resolved that the Borough Engineers make survey for Roothing and Cabin Sites. [Moved] Clouston [seconded] Campbell. It was the wish of Cr. Cochrane that his vote be recorded against this action.

**21 January 1958**

**Hocken Reference MS 2209/010**

General discussion on purchase of sections 6 and 7 only.

**3 February 1958**

**Hocken Reference MS-2209/010**

Lynch Block F.1164 Clause XVI.

Mr. Williams submitted a report to the Committee that section VII was necessary for the Camping Ground extension, in that 48 crib sites could be made available. However section VI was a different proposition in relation to roading, and only 7 sites could be provided on a restricted basis; alternatively the Council could buy section 6 and sell it as 2 building sections. [adoption of report moved Clouston seconded Knowles and carried]

**17 March 1958**

**Hocken Reference MS-2209/010**

Cr. Clouston moved, Cr. Marr seconded: That a letter of application be forwarded to the Minister of Internal Affairs for his consent to the Council purchasing land by instalments, and the Town Clerk be authorised to contact Mr Sheehan offering £900 for the two sections on the following rates: section 7 £500 section 6 £400. Carried.

(Researcher's note: B. P. Sheehan, Queenstown, is the acting solicitor of the Estate)

**9 April 1958**

**Hocken Reference MS-2209/011**

Following receipt of a letter from Mr. [B.P.] Sheehan, declining an offer of £900 for the two sections in the Lynch Block, Cr. Clouston moved Cr. Marr seconded that the Finance Committee's recommendation to offer the Trustees of the Lynch Estate £1000 for the two sections, be approved. Approved.

**5 May 1958**

**Hocken Reference MS-2209/011**

Cr. Clouston moved Cr. O'Connell seconded that the Town Clerk be authorised to arrange with the Borough Solicitor for the advertisement of the Council's intention to purchase land in the Lynch block by instalments. Carried.

**1 April 1959 to 31 March 1960**

**Hocken Reference MS-2209/012**

Numerous references to the 'Lynch Block' (researcher's note: This can only refer to sections 6 and 7) delay in opening up, the ballot for sections, applications for lease, individual consents for cabins, supply and installation of services, roading, running cost to council. No mention of extra sections, bequests or additional sections being purchased or leased by the council.

**2 April 1961**

**Hocken Reference MS-2209/013/ 1967**

Application to erect a cabin on site 148 of Lynch Block.



**1961 to 1965 Minutes books****Hocken Reference MS-2209/014/015**

Only general references in the Camping Committee reports to council re rental, upkeep, administration, transfers of ownership of individual cabins.

**1965****Hocken Reference MS-2209/015/5790**

Report by the Town Clerk: Parking for the Lynch Block.

"It is not possible to erect a retaining wall for Mr McKenzie until legal formalities are completed as far as council's obtaining title to the Lynch Block is concerned".

**1 November 1965****Hocken Reference MS-2209/015/5616**

Re Lynch Block. Letter to L.S. White dated 7 October 1965

"The estate of J. P. Lynch after protracted correspondence with and attendance on, the Public Trustee, has elected to administer the estate and I am now in a position to take title to the Lynch Block in the name of the council."

<b>Correspondence Files 1956-1962</b>
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**Researchers' Note:** There are 75 individual folders of QBC correspondence over the period 1956 to 1962. Some of these only contain one or two papers, others hundreds. There is no order to these folders in subject and they are not arranged in full chronological order. Neither is there much of a 'paper trail' of correspondence on one topic to follow. The Hocken Collections holds no QBC correspondence files after 1963.

1942-1960

Hocken Reference MS2211-309

20.2.1959. Notice of sale of 6/8860 part of Section 15 Block XXIX to William Reekie

1958-59. Undated name list of the Lynch Block renters. 59 sites

1958 Numerous letters requesting to be registered for the ballot

1957

Hocken Reference MS 2211-382

Numerous letters dated November and December 1957 enquiring about sites 'in the proposed camping ground extension, Lynch's Block'.

1956-1957

Hocken Reference MS 2211-446

Unsigned and undated contract of Sale of Sections 8,9,10,11,12,13 and 14 Block XXIX. Vendor: James Phillip Kelly. Purchaser: The Corporation of the Mayor and Councillors and Citizens of the Borough of Queenstown. (Photocopy made)

21.10.1957. Letter from the Town Clerk to The Local Authorities Loans Board, Wellington, requesting approval by the board for the council to purchase Sections 8,9,10,11,12,13 and 14 Block XXIX. (Photocopy made)

1957

Hocken Reference MS-2211-680

15.5.1957. Letter from the Town Clerk to B.P. Sheehan regarding the offer of £675 by Mr Counsell for Section 15 Block XXIX. "I could not find the section on an old map here but recollect something about Kilmarnock St being stopped and probably it is part of this street". The sale was advertised in The Southland Times 23.3.1957.

1958

Hocken Reference MS-2211-104

26.3.1958. Letter from B.P. Sheehan to Town Clerk re Sections 6 and 7 Block XXIX. "My clients are prepared to sell to the council the above sections for the price of £1000".

10.4.1958. Letter from Town Clerk to B.P. Sheehan agreeing to the purchase price of £1000.

1958 Hocken Reference MS-2211-258  
Memorandum from Town Clerk to Borough Engineer asking how many cabin sites could be surveyed off in Sections 6 and 7.

12.11.1958 Hocken Reference MS-2211-253  
A letter from the Town Clerk to Burton & Patterson, Public Accountants, Dunedin in response to asking under what form of tenure the Lynch Block will be opened up. "An agreement will shortly be furnished between the council and the section holder wherein an annual site licence is granted on a year to year renewal".

1958, 1959 or 1960 (no date on the document) Hocken Reference MS-2211-253  
A list of Lynch Block licensees and those sites still vacant. These are Queenstown Camping Ground site numbers 103-159.

1960 Hocken Reference MS-2211-690  
A notice issued by the Public Trustee to Town Clerk authorising the payment to the council of £4 for the burial of Margaret Lynch. Account sent to J.S O'Neill, Dunedin "solicitors acting for the estate of J.P. Lynch".

1962 Hocken Reference MS-2211-290  
3.12.1962. Letter from the Town Clerk to B.P. Sheehan requesting that, as full payment had been made by council for the land, a certificate of title be forwarded to the council for sections 6/14 Block XXIX. (Photocopy made and posted )

**1959-1960** Hocken Reference MS-2211/385  
An undated map of the Lynch Block showing 59 cabin sites.  
An estimates document listing the projected income on the 59 cabin sites on the Lynch Block 1959 to 1962. (Photocopy made and posted)

<b>Miscellaneous Files searched – no results</b>
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Meeting Papers 1965 MS-2211/098 and 2211/380  
Researcher's note: The Meeting Papers for October and November 1965 may have shed more light on this. However the Meeting Papers from October 1965 to March 1966 inclusive are missing.

Papers Relating to Borough Sections, 1957	MS-2211/236
Papers Relating to Borough Sections, 1956-1957	MS-2211/696
Miscellaneous Leases and Agreements	MS-2211/233
Public Trust Papers (refers on to Creighton, Selfer and Sainsbury estates)	
Correspondence (Camping Ground) 1961	MS-2211/157
Pay in Slips and Receipts (Camping Ground) 1960/61	MS-2211/357

<b>Miscellaneous Files not searched</b>
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Land and Building Records. Do not cover the time period

Financial Records. Do not cover the time period.

VN.2920/466.

3 December, 1962.

Mr. B.P. Sheehan,  
Solicitor,  
P.O. Box 1,  
QUEENSTOWN.

Dear Sir,

Re: Certificate of Title. Secs. 6/14.  
BLK.XXIX. Stn. Brunswick & Glasgow  
Streets.

Payment of the Land Purchase of Sections 6/14,  
BLK.XXIX, Queenstown, Brunswick and Glasgow Streets,  
being now known more particularly as the Lynch Block  
of the Municipal Camping Ground, was completed in  
October 1961.

As the property is still under the name of Joseph  
Paul Lynch, it would be appreciated if you would kindly  
arrange for transfer of the land to the name of the  
Queenstown Borough Council b. issue of Notice of Sale  
to the Valuation Department, and a copy to this office;  
also for the Certificate of Title to be forwarded to  
this office.

Yours faithfully,

---

C.A. GRANT.  
Town Clerk.

DATED 1956.

JAMES PHILLIP KELLY

AND

THE QUEENSTOWN BOROUGH

COUNCIL.

AGREEMENT FOR SALE AND PURCHASE:

B.P. SHEEHAN.  
SOLICITOR.  
QUEENSTOWN.



A G R E E M E N T made the                      day of                      1956.

BETWEEN     JAMES PHILLIP KELLY of Timaru Labourer (hereinafter called "the vendor") of the first part AND THE CORPORATION OF THE MAYOR COUNCILLORS AND CITIZENS OF THE BOROUGH OF QUEENSTOWN (hereinafter called "the Purchaser") of the other part.

WHEREBY it is agreed as follows:-

1. THE Vendor will sell to the Purchaser and the Purchaser shall purchase from the Vendor all those parcels of land containing One (1) acre Three (3) roods, nought eight decimal nine (08.91) perches more or less, being Sections 8, 9, 10, 11, 12, 13 and 14 Block XXIX Town of Queenstown and being parts of the land comprised and described in Certificates of Title Volume 87 folio 199 and all of the land comprised and described in Certificate of Title Volume 222 folio 69 (Otago Registry).

The purchase price shall be the sum of One Thousand Five hundred pounds (£1500) and shall be paid as follows:-

(1) The sum of £1. 0. 0. has been paid upon or before the execution of this agreement by way of deposit and in part payment of the said purchase money as is hereby acknowledged.

(2) The sum of £500 shall be paid on or before the 1st day of June 1957.

(3) The sum of £333 shall be paid on the 1st day of April, 1958.

(4) The sum of £333. shall be paid on the 1st day of April 1959.

(5) The remainder of the said purchase money namely the sum of £333 shall be paid to the Vendor on the 1st day of April, 1960.

2. THE Purchaser shall further pay to the Vendor interest upon the balance of the said purchase-moneys for the time being outstanding hereunder computed from the day of the execution of this agreement at the rate of £5.10. 0. per centum per annum and payable by quarterly instalments on the 1st days of April, July, October and December in every year until the whole of the said purchase-moneys shall have been paid to the Vendor.

HOCKEN COLLECTIONS ARCHIVES AND MANUSCRIPTS

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3. UPON payment of the said purchase-moneys and all interest thereon and all other moneys payable hereunder and performance of all other obligations of the Purchaser hereunder the Vendor and all other necessary parties (if any) will execute in favour of the Purchaser a good and valid conveyance transfer or other assurance of the said land for an estate in fee-simple free from encumbrances such assurance to be prepared by and at the expense of the Purchaser and to be tendered to the Vendor for execution.

4. POSSESSION of the said land shall be given by the Vendor and taken by the Purchaser on the 12th day of December 1956 as at which day all rates taxes and other outgoings and incomings in respect of the said land shall be apportioned between them and as from which day henceforth the purchaser shall pay and discharge all such outgoings except as hereinafter provided.

5. ALL requisitions and objections in respect of the title to the said land or otherwise connected with the sale shall be sent in writing to the Vendor's solicitor at his office at Queenstown within seven days from the day of the date hereof time being in this respect of the essence of the contract.

6. IF the Purchaser shall make and insist on any requisitions or objections as aforesaid which the Vendor shall be unable or unwilling to remove or satisfy the Vendor may notwithstanding any attempt to remove or satisfy the same or any negotiation or litigation in respect thereof by notice in writing to the Purchaser or his solicitor rescind the contract and return to the Purchaser his deposit (but without interest or costs) which shall be accepted in full satisfaction of all claims hereunder or otherwise howsoever.

7. No error or misdescription herein shall annul the sale or entitle either side to compensation.

8. THE Vendor shall not be liable to pay for or contribute towards the expense of the erection or maintenance of any fencing.

9. THE Purchaser admits and declares that he has inspected the said land and the improvements thereon and that he purchases the same solely in reliance upon his own judgment and not upon

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any representation or warranty made by the Vendor or any agent of the Vendor.

10. IF the Purchaser shall make default in the payment of any ~~and yet~~ purchase or interest moneys payable hereunder or any part or parts thereof or shall fail or neglect to observe or comply with any of the agreements stipulations or conditions herein contained or implied and such default or neglect shall continue for the space of thirty days the times for such payment and performance fixed by this agreement being strictly of the essence of the contract then and in any such case the Vendor may forthwith or at any time thereafter at his option:

(1) Enforce specific performance of this agreement including the payment of all moneys payable hereunder in which case the whole of the unpaid purchase moneys shall be deemed to have become due and payable to the Vendor notwithstanding the due date of payment thereof as aforesaid may not have arrived:

(2) Rescind this agreement in which case all moneys paid by the Purchaser to the Vendor hereunder shall be absolutely forfeited to the Vendor as and for liquidated damages. Vendor shall not be entitled to exercise this remedy after payment by the Purchaser of the sum of \$501. in reduction of the said purchase-money (including therein the sum of £1. 0. 0. paid by way of deposit before the execution hereof); or,

(3) Without being obliged to tender a transfer or other legal assurance to resell the said lands and premises either by public auction or private contract in such lots and upon and subject to such conditions as to the payment of purchase-money or otherwise as the Vendor shall think fit and the deficiency (if any) arising on any such resale and on every attempted resale together with all expenses whatsoever attending the same (including the payment of rates taxes and other outgoings and arrears thereof due and accruing due in respect of the said land) shall be forthwith made good and paid by the Purchaser to the Vendor as liquidated damages and any increase in price on such resale after deduction of expenses shall belong to the Purchaser.

21st October 1957.

The Secretary,  
Local Authorities Loans Board,  
P.O.Box 5010,  
WELLINGTON.

Dear Sir,

PURCHASE OF LAND BY INSTALMENTS.  
REQUEST FOR AUTHORITY OF THE HON.  
MINISTER OF INTERNAL AFFAIRS AND  
THE HON. MINISTER OF FINANCE.

During the course of the Annual Audit the Gov't Audit Inspector asked to see the authority for the purchase by the Borough of land by Instalments ~~in~~ compliance with section 165 of the Municipal Corporations Act 1954. It was then realised that the Council had inadvertently omitted to obtain the necessary authority, and application is hereby made to you to pass to the Ministers concerned, with an apology for the oversight, and a request that the action of the Council be now validated.

The position is that the Borough Camping Ground situated in ideal surroundings, and providing a service to the travelling and camping public is becoming increasingly popular, to such an extent that the capacity of the existing ground is becoming over taxed. The Council had the opportunity of the purchase of further land adjoining the Camping Ground on favourable terms, portion of the agreement Clauses 1 and 2 as follows:-

1. The Vendor will sell to the Purchaser and the Purchaser shall purchase from the Vendor all those parcels of land containing One (1) acres Three (3) roods, nought eight decimal nine (08.91) perches moreor less, being sections 8, 9, 10, 11, 12, 13 and 14 Block XXIX Town of Queenstown and being parts of the land comprised and described in Certificates of Title Volume 87 folio 199 and all of the land comprised and described in Certificate of Title Volume 222 folio 69 (Otago Registry). The purchase price shall be the sum of One Thousand Five Hundred pounds (£1500) and shall be paid as follows.-

(1) The sum of £1.0.0 has been paid upon or before the execution of this agreement by way of deposit and in part payment of the said purchase money as is hereby acknowledged.

(2) The sum of £500 shall be paid on or before the 2st day of June 1957.

(3) The sum of £333 shall be paid on the 1st day of April 1958.

(4) The sum of £333 shall be paid on the 1st day of April 1959.

(5) The remainder of the said purchase money namely the sum of £333 shall be paid to the Vendor on the 1st day of April 1960.

2. The Purchaser shall further pay to the Vendor interest upon the balance of the said purchase-moneys for the time being outstanding hereunder computed from the day of the execution of this agreement at the rate of £5.10. 0. per centum per annum and payable by quarterly instalments on the 1st days of April, July, October December in every year until the whole of the said purchase-moneys shall have been paid to the Vendor.

The Agreement was drawn up by the Borough Solicitor and it was not realised by the Council that certain provisions of the Municipal Corporations Act were not being complied with. It is hoped therefore that this explanation will be accepted and that the necessary authority will be forthcoming.

I might add that the Camping Ground is self supporting, that it is being expanded and that various amenities of a capital nature are being provided from revenue.

I have also to add that the Council has the offer of a further section of land in the same area on the same terms.

The land is described as section 7 of Block 29 Town of Queenstown, of an area of 1 rood 3.8 poles.

The price <sup>is</sup> £500 and the terms are one third down, and the balance payable over three years with interest at £5.10. 0 per cent per annum.

Approval is requested for this further proposed purchase of land by instalments.

Yours faithfully,

Gov't Audit Inspector,  
P.O.Box 232,  
DUNEDIN.C.1.

C.W.D.Hodgson,  
Town Clerk.

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