

## **Crown Pastoral Land Tenure Review**

**Lease name : MANUKA POINT**

**Lease number : PC 053**

### **Due Diligence Report (including Status Report) - Part 2**

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

**February 06**

**APPENDIX 4**

520

FILES: H.O.  
D.O. P 53

CASE NO. 86/646

CANTERBURY LAND DISTRICT

LESSEE

JAMES HARDING CROSBY MORRIS of Manuka Point, Farmer.

RUN NAME

"Manuka Point".

LAND HELD IN LEASE

Run 273 "Manuka Point" situated in Blocks IV and V Owen, II, III, IV, VI, VII, VIII, X and XI Whitcombe and I Glenrock Survey Districts.

Area: 7290 hectares.

LOCATION

At the termination of the Double Hill Road approximately 150 kilometres west of Christchurch.

PARTICULARS OF TENURE

Tenure: Pastoral Lease.  
Term: 33 years from 1.7.54.  
Expires: 30.6.87.  
Annual Rental:  
Stock Limit in lease: 3000 sheep plus 10%.  
Present Personal Stock Limit: (Approved 12.4.85).  
 4250 sheep (incl. 1400 Br. ewes)  
 50 cattle (incl. 35 Br. cows)

3680  
280  

---

3960

CROWN IMPROVEMENTS

Nil.

OTHER LAND HELD

8.0937 hectares freehold.

PLANS

An illustrative plan of the property is attached.

GENERAL DESCRIPTION

A "medium" sized high country run situated between the Rakaia and the Mathias Rivers and extends to within 5 kilometres of the main divide. Altitude ranges from 518 metres to 2179 metres a.s.l. with 75% of the property above 914 metres a.s.l. and

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is steep and mountainous. There are large river flats adjoining the Rakaia River but these are cold and subject to flooding and deposition of material on occasions.

Access is through the braided channels of the Rakaia River which is regularly subject to flooding with subsequent loss of vehicle access. Only recently has mains electricity been reticulated to the property from across the Rakaia River.

The topography and altitude restrict the potential of the property and the unreliable and difficult access are serious disadvantages.

LAND USE CAPABILITY

| <u>Class</u> | <u>Hectares</u> |
|--------------|-----------------|
| IV           | 33              |
| V            | 0               |
| VI           | 1129            |
| VII          | 640             |
| VIII         | 5358            |
| Bush         | 85              |
| Fans         | 45              |
|              | <hr/>           |
|              | 7290            |
|              | <hr/>           |

VALUATION

(a) Roll Valuation as at 1.7.85.

Value of Improvements  
 Land Value  
 Capital Value

28429/5/85

(b) Valuation for renewal as at ~~28.9.5.86~~ by R.M. Donaldson, Supervising Valuer.

Value of Improvements  
 Land Exclusive of Improvements  
 Capital Value

FIELD REPORT

No special field report has been undertaken for renewal purposes.

LESSEES' COMMENTS

The lessees were not interviewed for this report.

GENERAL

This property is being well managed by the current lessee who is developing along conventional lines from income. Stock numbers have been rising slowly through the retention of female stock bred on the property. Pasture improvement has remained ahead of stock increases and stock performance is improving.

A clause is included in the present lease document giving the officers and employees of the New Zealand Forest Service the right of ingress, egress and regress over the land comprised in the lease to carry out all duties involved with preserving or maintaining the forest areas near to and adjoining the pastoral lease. This condition will have to be brought down on the new lease document.

#### VARIATIONS TO PRESENT LEASE

##### (1) Run Plan

A run plan providing for the surrender of land identified as being unsuitable for grazing (5400 hectares) has recently been approved by NWASCO, subject to the availability of funds. The run plan provides for the surrender of land at the completion of off-site grazing or as at 1 December 1990 whichever is the sooner. A memorandum of variation providing for surrender has been prepared and forwarded to NCCB for signing in conjunction with the Land Improvement Agreement.

Now  
Signed  
S 1521

##### (2) Boundary Adjustments

- (i) The run plan has drawn to the attention of both this department and New Zealand Forest Service, the impracticability of certain boundaries. The definition of boundary lines often does not coincide with boundaries of lease units. On Manuka Point part of the boundary between the leasehold and State Forest land goes through the centre of the station's woolshed. Some pastoral land is included in State Forest land while areas of bush are excluded. Refer to plan under folio 497. It is suggested that the changes be considered at lease renewal.
- (ii) In 1983 the lessee was offered a temporary tenancy over an area of Crown land which lies between the Mathias and Rakaia riverbeds and has been run with Manuka Point for many years, although there has not been any official authorisation for this to have taken place (refer to attached plan). The land comprises of a small island which is safe from flooding and river flats which occasionally flood when the Mathias breaks through between the island and Manuka Point pastoral lease. This does not happen very often and it would take a fairly major flood to achieve this. The area provides valuable flat lands to Manuka Point. The lessee was offered a lease for a period of 3 years from 1 July 1983 at a rental of \$130 which was subsequently reduced to . The lessee objected to the rental and after various discussions and correspondence the matter lapsed. In 1983 the CPLO (B. Card) recommended that the permanent area of Crown land be incorporated into the pastoral lease at renewal.

##### (3) Section 58 Reservation

The expired lease is not subject to Section 58. Subject to legal confirmation the provisions of Section 58 to be applied to the new lease.

#### PRIORITY NATURAL AREAS

The lease is within the Mathias Ecological District. No PNA study has been completed as yet.

DFO'S COMMENTS

A difficult property suffering from an imbalance of good country and made economic through better than average management. Isolation and river access further detract from desirability of property.

The run plan offers opportunity to have unsustainable grazing land removed and contemporaneous execution of surrender agreement/run improvement agreement should take place. Also opportune at lease renewal to look at including the permanent areas of the temporary tenancy into the pastoral lease.

CHIEF SURVEYOR'S COMMENTS

It will not be practical to define retirement/new boundaries by conventional survey methods. Hopefully acceptance of a contour boundary or a series of lines identified on the aerial photography between fixed points (fixed visually) can be used together with the identification of the river banks, also from the photography. The new(?) boundary with the State Forest may also be such that it can be identified from the aerial photography.

The need for Section 58 to be included in lease is identified below.

There is also an undefined legal road which bisects approximately the river flats from near the Manuka Point homestead, upstream, which may be near the vehicle track seen on the photography. Unless there is some possibility of reclassification there is no point in defining this road by conventional survey.

RECOMMENDATIONS

1. That pursuant to Section 131 of the Land Act 1948 the values for renewal purposes subject to any adjustments that may be required resulting from recommendation 3 below be fixed as follows:
  - (a) Value of Improvements
  - (b) Improvements included in Rental Value
  - (c) Land Exclusive of Improvements
2. That the lease be renewed pursuant to Section 66 of the Land Act 1948 on the following conditions:
  - (a) The annual rent for the first eleven years of the new lease based on  $1\frac{1}{2}\%$  of the value of 1(c) above be fixed at the rental after the initial period to be  $2\frac{1}{4}\%$  (less one-ninth rebate) of the then value of the land exclusive of improvements and lease to be subject to eleven yearly reviews of rent.
  - (b) The stock limit to be shown in the lease document be set as follows:

not more than 3000 sheep plus 10%.
3. That the Crown retain the right to apply the provisions of Section 58 Land Act 1948 in respect of all rivers and streams in excess of 3 metres in width traversing or forming the boundary to the property, subject to legal confirmation in that regard.

That a permanent area of Crown land situated between the Mathias and Rakaia Riverbeds, presently occupied by the lessee, be officially incorporated following survey definition.

- 5. That post renewal investigations be undertaken (with subsequent adjustment by way of apportionment of rental value and stock limitation as appropriate) in an endeavour to effect the following:

the rationalisation of boundaries between the State Forest and pastoral lease.

DECISION

*Approved*

Commissioner of Crown Lands

15/10/86

Prepared by: *[Signature]*

Checked by: *[Signature]*

LA

- Re 4 - Ask Valner if LEI includes or excludes this CL area.  
If former advise Morris will incorporate at no increase in RV  
If latter " " that incorporation will involve increase in RV & AR.

Re 5 - Tell Morris, land going to see, therefore in view of restructuring could be a while before this can be sorted out.

*[Signature]* 15/10.

CF

Miss Woodgate

799 760

-----  
Private Bag  
CHRISTCHURCH

13 February 1987

Mr J.H.C. Morris  
Manuka Point  
Private Bag  
METHVEN

Dear Mr Morris

MANUKA POINT PASTORAL LEASE

In my letter of 5 November 1986 I advised you of the renewal terms of your lease and on 10 February 1987 I received your notice accepting the terms as fixed. Thank you for your prompt attention to this matter and I note also your acceptance of the terms is without prejudice to you wishing to negotiate with the department on any future reviews or remissions of rent which may be offered as a result of the fall in land values.

During the course of investigating the renewal of this lease the department identified two matters which it is interested in following up with you at an appropriate time. The particular areas of interest to us are as follows:

1. The rationalisation of boundaries between the adjoining State forest and the pastoral lease. At present part of the boundary between the leasehold and State forest land passes through the centre of the station's woolshed. Some pastoral land is included in State forest while areas of bush are excluded. As you may be aware both this department and the New Zealand Forest Service are affected by the Government's restructuring and as a consequence the State forest land adjoining your pastoral lease will be administered by the new Department of Conservation as from 1 April 1987. In due course once the new organisations are up and running investigations will be commenced to rationalise the boundaries. As lessee you will be involved in that process.

.../2



2. As you will be aware an area of Crown land exists between the Mathias and Rakaia Riverbeds, a plan of which is attached. The land comprises of a small island and river flats. It has been run with Manuka Point for some years and you have been paying rates on this area as occupier. However, it has not been included in the area valued for assessing the new rental and accordingly once this land is incorporated into the lease there will be an adjustment to the rental value and annual rental.

This letter is just to let you know that these matters are identified for further investigation and discussion with you at some stage and nothing related to them actually affects your right to renewal of the total lease area as covered in my letter of 5 November 1986.

Yours faithfully



T.A. Bryant  
for Commissioner of Crown Lands



# Memo

|                   |
|-------------------|
| TO: NOTE FOR FILE |
|                   |
|                   |
|                   |

|                    |
|--------------------|
| FROM: S. Bannister |
| OUR REF: 753       |
| YOUR REF:          |
| DATE: 25/10/91     |

RE: SURRENDER OF RETIRED AREA / BOUNDARY RATIONALISATION

Jim Morris (Lessee) called into the office on 25/10/91. We discussed the proposed boundaries as he understands them he reinforced his comments in his letter that he look up the Plan on the basis that if the boundary rationalisation was part and parcel to the Plan is if the boundary rationalisation doesn't go ahead, neither does the surrender of the retired area.

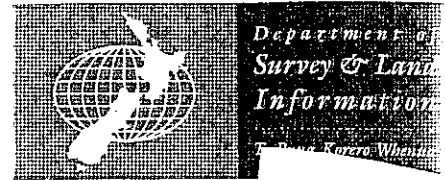
The boundary has been plotted on the attached maps. There is only minor changes to my previous understanding.

1. Contaminated Cabin is a Mountain Point Hut and should be included in a new lease
2. The DSA Hut just below should be excluded from a new lease and he guarantees access to the hut and up Jerusalem Stream
3. The area above Jerusalem Stream should remain within the lease. Apparently there are 2 obvious gubs (shingle slides) above the stream and if was correct the boundary would follow up one northern most one then cut around the 4500' contour to the ridge. There are some reasonably obvious benches to follow
4. The boundary should follow the bushedge above the homestead and it should be straight forward to define the line at the base of the Release Flat.

5. Telluride <sup>CONTRACTOR FOR PURPOSES ASSOCIATED</sup> included in the lease WITH CONTRACT 5011 ONLY

I see <sup>above</sup> NOT TO BE FURTHER COPIED, REPRODUCED OR DISTRIBUTED WITHOUT THE PERMISSION OF LINZ. SIGN: [Signature]

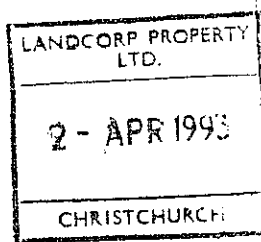
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OFFICE OF CROWN LANDS

Your Reference: 5200-D13

Our Reference: P124



Charles Fergusson Bui  
Bowen Street  
Private Box 170  
Wellington  
New Zealand  
Phone 0-4-473 5022  
Fax 0-4-472 2244

31 March, 1993

Property Manager  
Landcorp Property Ltd.  
P O Box 142  
CHRISTCHURCH

Dear Sir

**MANUKA POINT PASTORAL LEASE**

You wrote to me on 24 February 1992 seeking my approval to a boundary rationalisation proposal.

I have considered the proposal submitted and have declined to accept your recommendations.

The basic proposal is for me to spend defining 280 hectares of land for incorporation into the pastoral lease. I do not consider there is a compelling reason such as a legal obligation or significant economic benefit to the Crown to justify this proposal.

If the lessee and the Department of Conservation wish to rationalise the boundaries at their cost, then I am happy to agree to the transaction.

Yours faithfully

*D. Gullen*  
David Gullen  
for COMMISSIONER OF CROWN LANDS

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ur Ref: P 124

sb/sh

24 February 1993

Commissioner of Crown Lands  
Office of Crown Lands  
Department of Survey and Land Information  
DX 8831, Thorndon  
WELLINGTON

ATTENTION: D Gullen

Dear Sir

**MANUKA POINT PASTORAL LEASE**

Please find attached a submission regarding boundary rationalisation and surrender of retired land.

Should you have any queries please do not hesitate to contact the undersigned.

Yours faithfully  
**LANDCORP PROPERTY LIMITED**



**SJK BAMFORD**  
Property Manager

cc RM (SI A22eb)  
Joy Conroy, DOC.

# SUBMISSION TO COMMISSIONER OF CROWN LANDS

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**FILE NO:**

P 53C

**FROM:**

LANDCORP PROPERTY LIMITED, DX 16835, Christchurch

**LEASE:**

|                              |   |
|------------------------------|---|
| Legal Description:           | Run 273 (Manuka Point) and Sections 1 and 2<br>SO 17471 situated in Owen, Whitcombe and<br>Glenrock Survey Districts.       |
| Run Name:                    | Manuka Point  |
| Area:                        | 7419.60 hectares  |
| Lease Details:               |   |
| Tenure:                      | Pastoral Lease  |
| Term:                        | 33 years from 1 July 1987   |
| Expiry:                      | 30 June 2020  |
| Rent Review:                 | 1 July 1998   |
| Rental Value:                |   |
| Annual Rent:                 | plus GST)   |
| Crown Improvements:          | Nil   |
| Stock Limitation in Lease:   | 3300 sheep  |
| Current Personal Limitation: | Amended 27 January 1992<br>4500 sheep (including 1400 breeding ewes)<br>100 cattle (including 60 breeding cows)<br>120 deer |

**LESSEE:**

JHC MORRIS

Sub-Lessee - S N AND H R STANGER

**LOCATION:**

Off the Double Hill Road 65 kilometres from Methven. The Rakaia River must be forded to gain access to the property.

**BACKGROUND:**

**Run Plan**

In 1985 the lessee Mr Morris entered into a Soil and Water Conservation Plan with the then North Canterbury Catchment Board. This plan included retirement and surrender of a significant area of the lease and also pointed to anomalies with the boundaries between the lease and the ten NZFS.

The plan has been completed and the Canterbury Regional Council have advised it is appropriate for surrender of the retired land to proceed. We have had discussions with Department of Conservation and the lessee and identified the surrender boundary and also discussed this with the Chief Surveyor. DOC are quite happy to pay for this boundary as this land will pass to them upon surrender.

**Boundary Rationalisation:**

The issue of the boundary anomalies was noted by Lands and Survey. It was first formally considered in the submission for renewal in 1986.

It was approved by Case No 86/646 that post renewal investigations be undertaken (with subsequent adjustment by way of apportionment of rental value and stock limitation as appropriate) in an endeavour to effect the following:-

*"the rationalisation of boundaries between the State Forest and Pastoral Lease."*

**PROPOSAL:**

Discussions have since been held between the lessee, DOC and Landcorp Property and general agreement reached on boundaries to rationalise boundaries between what is now Conservation Land and Pastoral Lease. These are mostly natural boundaries that take in land that is stocked at the present time.

It involves 2 areas:-

**1. Mathias Flats**

Approximately 80 hectares of river flats running from Jerusalem Stream to the west branch Mathias River. Part of this land is presently shown as riverbed and part is Conservation land (Ecological Area).

## 2. Rakaia Flats

Approximately 200 hectares of river flats running in a long strip between the pastoral lease and the natural bush and scrub boundary at the base of the hill slope, and the lower hill face above the homestead. This does not include redefining the river boundary which may have some affect.

## 3. Huts

- i) Two huts, one in each area have always been regarded by the station as being station huts. DOC have agreed to relinquish control of these huts hoping that they will remain available to the public as in the past. Boundaries have been identified which include these two huts known as Centennial Cabin and Jellicoe Hut. The present manager and sub-lessee of the property has indicated they are only too happy for the public using the huts but definite ownership will allow some control.
- ii) There is a Deer Stalkers Association Hut located on the land above Jerusalem Stream. It is proposed to exclude this from the area to be incorporated and provide access or if there is problems to achieve this from a survey perspective to allow for continued occupation by way of a variation of lease.

### DOC COMMENT:

DOC have agreed to the boundaries as shown on the attached plans. Part of the reason for the long time lapse is the fact that part of the area to be incorporated is Ecological Area. Initially it was seen as too difficult to revoke the gazzettal over this area. DOC have now given an undertaking to initiate the process to lift the gazzettal over this limited part which does not really relate to the description given to the Area. However, it is recognised this could be a lengthy exercise with no actual guarantee of success at this stage.

The other areas of Conservation land are seen as being more straight forward.

### LESSEE COMMENT:

Mr Morris advised that he considers the retirement and the surrender of the high country and rationalisation of the boundaries as part and parcel of the one deal. He believes it was fully discussed and agreed at the time the plan was prepared. His immediate reaction is that if the boundary redefinition doesn't occur then he will not complete the surrender of the retired land.

We believe we have any enforceable agreement registered on the lease to insist on the surrender alone but with at least a moral commitment the Lessee probably has legitimate expectations of the surrender and boundary adjustments occurring together.

SURVEY DEFINITION:

DOC are quite happy to pay the survey costs relating to the surrender of retired land.

The cost of redefinition of the boundaries has not been settled. DOC have advised there is no benefit for them to pay for this. The matter has also been discussed with the lessee and he is not prepared to contribute for the reasons described above.

We see the main benefit is to the lease in that logical boundaries are identifiable by natural features and there is an addition of approximately 280 hectares. In addition the Crown also receives the 5400 hectares being surrendered.

Definition of the area has been discussed with the Chief Surveyor and he provided an estimate dated 23 August 1991. The cost to define the area for surrender to DOC and the boundary redefinition was with a cost to define the surrender area alone at The former cost was proportionally higher due to a requirement for field survey for part. The need for this ground survey has been discussed again with the Chief Surveyor and a new proposal has been submitted that should be able to be done entirely by photogrammetry. The total job done by photogrammetry should reduce the overall cost quoted previously.

TENURE OPTIONS:

In light of other developments occurring the option a full tenure assessment has been considered. However, DOC have money available and are anxious to complete the surrender of the retired land as soon as possible and do not have the resources to consider a full tenure assessment at this stage.

In the interests of tidying up a long outstanding job in conjunction with the surrender of retired land we believe this should be proceeded with urgently.

DISCUSSION:

It has taken some time but we now have agreement by respective parties to rationalise the Pastoral Lease Boundaries with the adjacent Conservation land. The boundaries utilise natural features that are readily identifiable and includes land in the lease that has been grazed since the inception of the lease.

The Crown gains a large area of high country and a larger area of lease which will reflect in the rental value.

RECOMMENDATION:

1. That the boundary rationalisation as agreed between Mr Morris, Department of Conservation and Landcorp Property Limited is approved.





2. That responsibility is accepted for survey costs of boundary rationalisation additional to that required for the surrender of retired land on the Manuka Point Pastoral Lease.
3. That Landcorp Property undertakes valuations to ascertain any changes to rental value and stock limitations. (These values to be adjusted if necessary when survey is completed).

SIGNED for LANDCORP PROPERTY LIMITED

A handwritten signature in black ink, appearing to read 'SJK Bamford'. The signature is written in a cursive style with a large initial 'S'.

SJK BAMFORD  
Property Manager

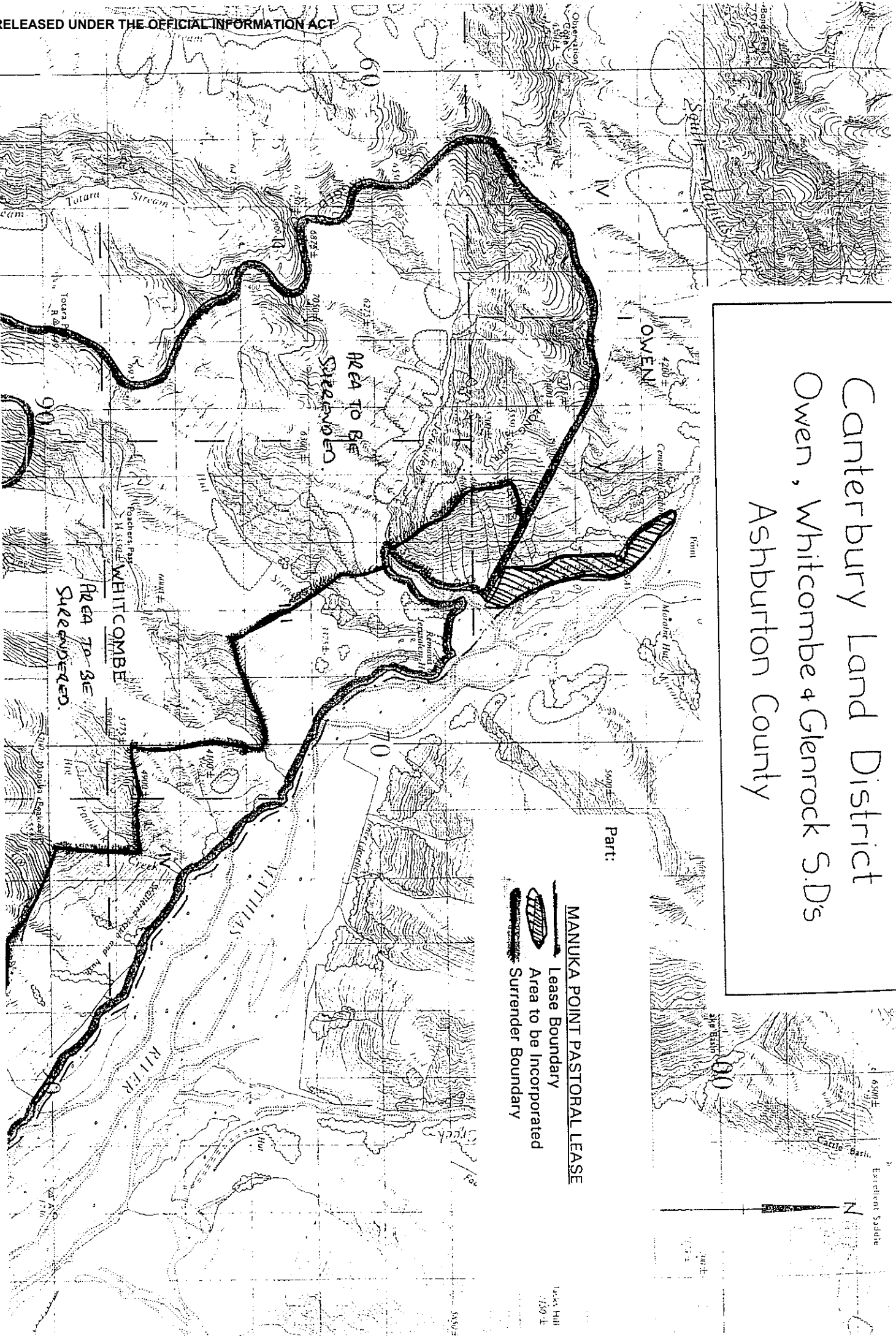
A handwritten signature in black ink, appearing to read 'A W Sewell'. The signature is written in a cursive style with a large initial 'A'.

A W SEWELL  
Manager - Christchurch

APPROVED / DECLINED

\_\_\_\_\_  
Commissioner of Crown Lands

# Canterbury Land District Owen, Whitcombe & Glenrock S.D's Ashburton County



MANUKA POINT PASTORAL LEASE

Lease Boundary

Area to be Incorporated

Surrender Boundary

Extremest Saddle

N

6500 ft

5000 ft

4000 ft

3000 ft

2000 ft

1000 ft

0 ft

1000 ft

2000 ft

3000 ft

4000 ft

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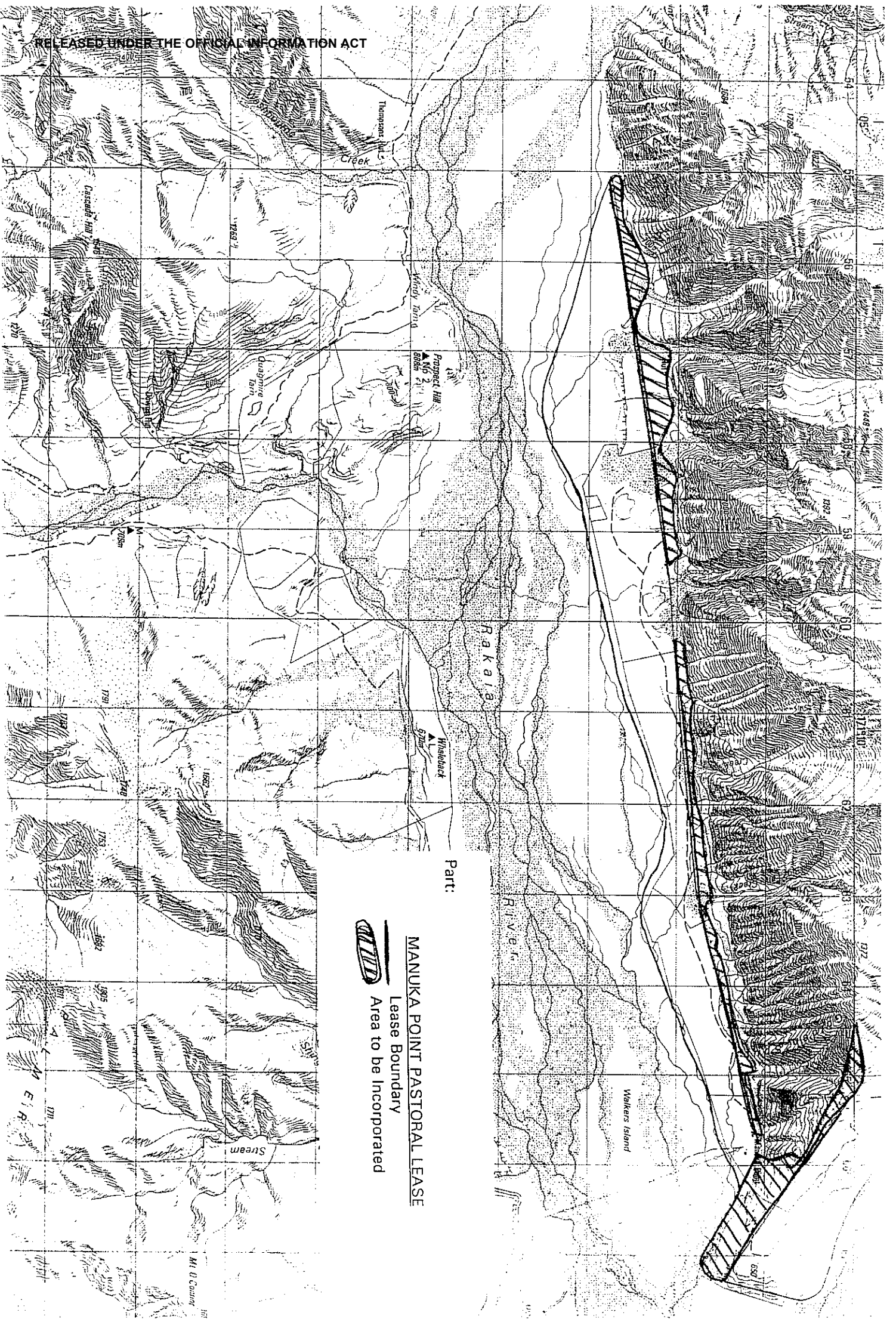
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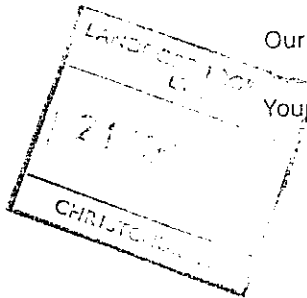
**MANUKA POINT PASTORAL LEASE**

Lease Boundary

Area to be Incorporated



**CONSERVATION  
TE PAPA ATAWHAI**



Our Reference: PAS 053

Your Reference:

19 May 1993

The Property Manager  
Landcorp Property Limited  
P O Box 142  
**CHRISTCHURCH**

**Attention : Simon Bamford**

Dear Simon

**SURRENDER OF RETIRED LAND/BOUNDARY RATIONALISATION :  
MANUKA POINT**

I refer to your letter of 29 April 1993. I appreciate Mr Morris's feelings towards the agreement and the assumed boundary rationalisation, but I reiterate the point I made in the letter of 28 January 1993, I do not believe this Department should be paying the costs associated with transfer of its land into pastoral lease i.e. it is a gain to the lease and not to the Department. If it was a true rationalisation, such as may happen in a tenure review, and there was land going both ways, then I would consider paying some of the costs associated with the survey (note I regard the surrender as a separate issue).

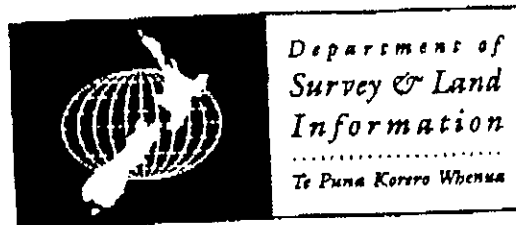
I therefore suggest that if the CCL keeps insisting they will not pay the costs of survey, then we should start discussing a formal tenure rationalisation. For this property, I believe this is not a major exercise, as there appears to be relatively little outside of the surrender area and an RAP that is of interest to the Department.

Yours faithfully

**Joy Comrie**  
for Mike Cuddihy  
Regional Conservator

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FACSIMILE MESSAGE



OFFICE OF CROWN LANDS

TO: Simon Bamford  
 FIRM: Landcorp Property Limited  
 LOCATION: Christchurch  
 FAX NO: 03 379 8440  
 FROM: David Gullen  
 DATE: 30 September, 1993  
 FILE REFERENCE: 5200-D13  
 PAGE 1 OF 1  
 (If complete message is not received please phone)  
 SUBJECT: **MANUKA POINT**

Charles Fergusson Building  
 Bowen Street  
 Private Box 170  
 Wellington  
 New Zealand  
 Phone: 0-4-473 5022  
 Fax: 0-4-472 2244

I refer to your letter of 9 September 1993 and subsequent discussion Gullen/Bamford.

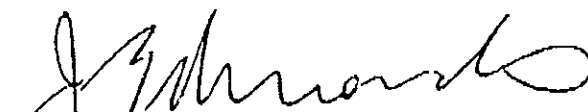
I do not believe from the information provided that the Commissioner of Crown Lands has any contractual obligations with Mr Morris in respect of the subject land.

Further, that as the land is Conservation land it is not appropriate to represent the commissioner as having any decision making role/function in initiating any land disposal action. DOC is clearly the administering authority for this land.

This office therefore approached the Regional Conservator last week and he is aware of the issues and the extent to which I can cooperate in resolving any matters relating to earlier administrations.

It is appropriate that the Regional Conservator pursue enquiries in this matter and if any correspondence or enquiries are received from Mr Morris or his representative they are to be referred to the Regional Conservator for reply/action.

Yours faithfully



Johnny Edmonds  
 Commissioner of Crown Lands

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ADG205R

# NOTE FOR FILE

**FROM:** Simon Bamford  
**OUR REF:** P53  
**DATE:** 22 June 1994  
**SUBJECT:** VISIT TO MANUKA POINT

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I visited Manuka point on 16 June 1994. This was the 1st opportunity I had to meet the new lessees, Peter and his son Gene Bryce, as they have spent a large part of the summer working off the property.

Only 1615 ewes were purchased in October \_\_\_\_ The ewes were off the shears and are generally older. 29 Erewhon and Glenthorne rams have also been purchased (19/20 micron).

Proposed stocking is as follows:

|                  | 30/6/94     | 30/6/95     |
|------------------|-------------|-------------|
| M A Ewes         | 1500        | 1000        |
| Dry 2T           |             | 850         |
| Hoggets          | 900         | 1000        |
| Rams and Killars | <u>99</u>   | <u>80</u>   |
|                  | <u>2499</u> | <u>2930</u> |

A small amount of capital has become available so some additional stock may be purchased. Cattle are probably too expensive, hence it is likely to be sheep. (ewes and wethers). This will also aid the age structure of the flock which is totally out of balance at the moment.

1070 lambs were weaned (66%) and 70 of these were black face. These blackface have been retained as killers.

In order to rebuild numbers a very lax culling regime will be adopted. The aim is to build back to 4500 is soon as possible which is anticipated to be over 4 to 5 years.

As sheep had been shorn at takeover they will not have any farm income until October this year. Hence off-farm income has been essential to allow any functioning.

30T of super was applied to Hogget and inner Ewe Blocks prior to takeover and it is anticipated with low stock numbers this will carry a couple of seasons. It is hoped in 95/96 to be able to start a fertiliser programme.

The only vehicle being used is the Quad to cross the river hence costs are being kept very low. Some fencing maintenance is required but no major work is anticipated.

Most of the native country has not been grazed over the summer (above ewe country in the Mathais and outside the fence on the Rakaria). Also the Hogget and lower ewe blocks have

had a total spell over the summer. Grazing pressure is obviously very lax with the present stock numbers and likely to be a benefit to the crowns interest.

Finance for the purchase was done through a broker in Queenstown with NZ Insurance in conjunction with life policies. The interest was 1.5% lower than the banks and the deal also fell well outside normal bank criteria. With off-farm income the Bryces are confident they will make it work.

Last summer they continued the casual run they have on 4 Queenstown properties and did what was necessary on Manuka Point. This summer Peter plans to reduce the Queenstown work to 2-3 trips of 2 weeks while Gene continues full-time. Wool price is obviously the major determinant to the amount of off farm work required. Jenny is still working in Queenstown and it is hoped they will be in a satisfactory position for her to shift up permanently in 12-18 months time.

We also discussed the purchase price paid. They obviously had access to a valuation which confirmed the asking price. They feel it was a good price for them in the situation. In hindsight it is probably a good purchase price. The river did not really affect their price, in fact the isolation was probably a bonus factor.

We briefly discussed the surrender of the retired land which is due to happen when the survey is completed. Mr Bryce advised he had not had the opportunity to think about this in alot of detail and due to past dealings over this issue he would have to think very hard about easily signing the partial surrender. I believe this should be discussed with DOC again and perhaps tenure exchange investigated. If we do have an exchange proposal at the end we may be able to resolve the boundary issues without alot of acrimony.

Mr Bryce also noted he had had no contact with DOC as a neighbour. He felt there were quite a few issues that should be discussed so respective positions and policies are known. I advised I would ring George Hadler, DOC Geraldine to pass this on.

The Bryces appear to have a very good appreciation of their situation and a solid plan to establish a fully viable operation. Contact should be maintained although there would appear very minimal risk to the Crowns Interest.



**SJK BAMFORD**



cm\cb136

LAND RESOURCES DIVISION

5 December 1995

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Christchurch  
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Graeme Ayres  
Department of Conservation  
Private Bag  
**CHRISTCHURCH**

Dear Graeme

**RE: MANUKA POINT (Pc053) SURRENDER OF RETIRED LAND**

I enclose a copy of a letter dated 29 November 1995 and SO Plan 19439 from Derek Brown, DOSLI advising that the plan has now been approved as to survey.

The next step to implement the surrender process will be to prepare a Memorandum of Partial Surrender for both the lessee and the Commissioner to sign. Following execution of the Memorandum the area would become UCL pending gazettal as "conservation land".

However, in view of the background to this case, I believe that we may have some difficulty in obtaining the lessee's signature until the issue of boundary adjustment is resolved. For this reason I am reluctant to proceed with the surrender at this stage.

Please advise how you wish to proceed.

Yours faithfully  
**KNIGHT FRANK (NZ) LIMITED**

**CAROLINE MASON**

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