

Federated Mountain Clubs of New Zealand  
27 June 1988.

Dear Box Holder and Wanaka Resident,

### **THE CROSS-COUNTRY SKIING SAGA**

On 9 June 1988 the 'Upper Clutha Messenger' was circulated to householders in Wanaka and contained an article titled 'The Cross-Country Skiing Saga'. This contains gross distortions, and errors of fact, as to FMC's approach to plans for a commercial ski operation on the Pisa Range.

Federated Mountain Clubs is deeply concerned that such inaccuracies were allowed to circulate in a local advertising paper without any right of reply. The purpose of this letter is to correct the misinformation contained in the 'Messenger' and to record the role of FMC in this issue.

#### **Who or what is FMC?**

FMC is a national federation of mountain clubs representing over 16,000 trampers, climbers, skiers and deerstalkers. Club membership draws on people from all walks of life. The national executive is elected by delegates from the Clubs.

The Federation was formed in 1931 to counter a concessionaire's monopoly over all commercial and public activities in the Mount Cook National Park. Freedom of public entry to New Zealand's parks was established as a consequence. Since then FMC has maintained a consistent role as a national advocate for public recreation on lands of the Crown, and for the protection of New Zealand's unique outdoor environment.

FMC has a proud record of contributing to the establishment of national parks, forest parks, and walkways. Many of those areas which now have immense importance to the tourist industry, including the Mount Aspiring National Park, were established as the direct result of mountain clubs' foresight and their concerted representations to government. FMC was also instrumental in setting up the National Mountain Safety and Search and Rescue organisations and makes major manpower contributions to these. This directly benefits all mountain users.

#### **What is a pastoral lease?**

Central to the issue of John Lee's rights on his Pisa run, verses those of the general public, is the nature of a pastoral lease.

For the payment of an annual rental Mr Lee's lease conveys exclusive right of occupancy (ie. trespass rights) for the sole purpose of grazing. Perpetual rights of renewal are also granted. No other legal rights of use exist in this case. Mr Lee owns the improvements (buildings, fences etc). The Crown owns the land and all its potential for other uses. A

change of use, such as to commercial cross country skiing, and many farming practices, require the Crown's consent as landlord. This is a commercial contract founded on law.

To protect the Crown's (ie. public) interest in the large areas of the South Island held under pastoral lease, the landlord (Land Settlement Board) devised a series of policies on a 'quid pro quo' basis. That is, the granting of new rights of use may, in exchange, require the surrendering in part of some existing rights as a condition of approval. For instance removal of trespass rights over skifields to provide guaranteed public use alongside commercial operations. This was a condition of Government approval for the Remarkables skifield. This was also the case on the Pisa Range.

### **The Real Saga**

1. In October 1984 John Lee submitted an application to the Commissioner of Crown Lands for a recreation permit. This was for a low-impact, small scale, commercial operation.
2. During 1985 Mr Lee constructed a major access road to the proposed ski area, describing it as a 'farm access road'. Major expenditure was therefore committed to the ski venture before there was any assurance of official approval.
3. Officers of the Lands and Survey Department reported, during 1985, that in discussions with Mr Lee, he had stated that (to gain approval for the ski venture) he was prepared to release from his lease the alpine land that is unsuitable for grazing, and to provide free public foot access up the road.
4. In August 1985 the application was publically advertised for objections.
5. In November 1985 the Land Settlement Committee considered submissions and objections, from Mr Lee, FMC, and the Wanaka Promotion Association among others.
  - FMC stressed that it had no objections to the proposal in principle, only to the possible conditions under which it may be permitted to operate. The key conditions of approval requested by FMC were the same as already agreed to by Mr Lee. (see 3 above).
  - On the question of access, Mr Jaquier of the Promotion Association stated to the committee that he would like to see public access maintained in the area.
6. In February 1986 the Commissioner of Crown Lands approved Mr Lee's application, with land surrender and public access conditions provided. No adverse effect on farming activities was anticipated as Mr Lee's previous request not to be required to fence out the surrendered area (all above 5000 feet) was granted.
7. These conditions were substantially upheld by the Land Settlement Board in a rehearing of the case in May-June 1986.
8. Since then John Lee has declined the offer of a recreation permit and has publicly objected to the surrender, public access, and other conditions. Mr Lee had the opportunity

to challenge the legality of the conditions imposed but chose not to proceed with action through the courts.

9. On the basis of questionable legal advice, the Acting Director-General of Lands decided last month to delete the key land surrender and access conditions. This decision was made without prior consultation with the Department of Conservation, as required by Government directive.

10. No recreation permit has been issued and the Acting Director-General's decision is currently subject to appeal by FMC. The outcome is unknown at this time.

FMC has not acted, as claimed by the Messenger, merely in its own members self-interest. Rights of public access are what have been sought. Mr Lee and associates have made it quite clear that independent skiers will no longer be welcome. FMC fully accepts that Mr Lee is entitled to charge for vehicle access and services he provides.

- FMC has consistently pursued matters of principle, and has legitimately exercised its democratic rights, as any other body is legally entitled to do. This has not been for the purpose of obstructing commercial activities. We totally reject the Messenger's allegations to that effect. On the contrary, FMC has supported the concept of commercial activities, conditional on access for all being provided.

- The difficulties that have arisen on the Pisa are due to this being a precedent-setting case. Also many of the Government's policies, although long established, are untested. The actions and inconsistent approach of Mr Lee has, in FMC's view, added greatly to the difficulties.

- Over half a million hectares of other Otago ranges are currently under application for commercial skiing and hunting operations. These will provide greatly increased recreational opportunities and commercial benefits. But there are risks that access to these areas may be barred to those who either cannot pay the charges demanded, or do not require the services offered. The Pisa case therefore establishes a crucial precedent.

There is ample scope for commercial and non commercial recreationalist to peacefully co-exist in the mountains. The Remarkables skifield is proof enough. This is what FMC has sought from the outset.

David Henson,  
Vice President FMC

All the above statements can be verified by official records, and from statements from the parties involved. Copies of these can be provided on request.