

**I TE KOOTI WHENUA MĀORI O AOTEAROA
I TE ROHE O AOTEA**

*In the Māori Land Court of New Zealand
Aotea District*

AP-20250000001512

WĀHANGA
Under

Sections 155 and 158(1), Te Ture Whenua Māori
Act 1993

MŌ TE TAKE
In the matter of

Taumarunui Papakāinga 4A2

I WAENGA I A
Between

IAN KEVIN CARMICHAEL, JEFFREY DEAN
CARMICHAEL, GRAHAM MURRAY
CARMICHAEL AND RONALD DOUGLAS
CARMICHAEL
Ngā kaitono
Applicants

Nohoanga:
Hearing

7 November 2025
(Heard at Taumarunui)

Kanohi kitea:
Appearances

P Jefferies for the Applicants

Whakataunga:
Judgment date

7 November 2025

TE WHAKATAUNGA Ā-WAHA A KAIWHAKAWĀ M J DOOGAN
Oral Judgment of Judge M J Doogan

Kōrero whānui*Background*

[1] This is an application by Ronald Douglas Carmichael, Graham Murray Carmichael, Jeffrey Dean Carmichael, and Ian Kevin Carmichael for confirmation of alienation of a block of Māori freehold land, known as Taumarunui Papakāinga 4A2. It is proposed to be alienated by way of sale to Gavin Bruce Dempsey. Mr Dempsey is not of the preferred class of alienees.

[2] Taumarunui Papakāinga 4A2 is 0.1236 hectares in size. As at October 2025, it had a capital value of \$310,000 comprised of a land value of \$113,000 and improvements of \$197,000. The title reference is SA 28A/675 (South Auckland Registry).

[3] The applicants own the land equally. The block is not subject to any trust. The agreed purchase price is \$160,000.00 plus GST (if any). The agreement for sale and purchase dated 18 November 2024 states 10% of the purchase price is to be paid to Public Trust O/A NZ Real Estate Trust upon this agreement becoming unconditional.

[4] The applicant has applied for exemption from providing a special valuation. In accordance with s 147A of Te Ture Whenua Māori Act 1993 and r 11.5(3) of the Māori Land Court Rules 2011, the applicants have notified the sale to the preferred class of alienees who may wish to exercise a right of first refusal.

[5] On the Court file are copies of a notice, published in the Taumarunui Bulletin on Thursday 14 August 2025 and Thursday 21 August 2025, advertising the right of first refusal to the preferred classes of alienees. Written notice of intent to exercise the right of first refusal was to be filed with the Court not later than 4pm, 12 September 2025.

[6] Since 5 August 2025 the notice advertising the right of first refusal to the preferred classes of alienees has also been displayed on a public noticeboard in the Aotea Māori Land Court registry office at Whanganui. The notice has also been advertised in the Māori Land Court National Pānui for November 2025.

[7] When the matter was called today, Mr Jefferies appeared on behalf of the applicants and presented written submissions in support. As Mr Jefferies notes, pursuant to s 152, the

Court must grant confirmation of alienation of Māori freehold land, if satisfied of a number of specified criteria. Mr Jefferies, in his submissions, worked through the various criteria and the requirements of s 147A.

Te ture

The law

[8] I first set out the statutory provisions at play.

[9] Section 152(1) of Te Ture Whenua Māori Act provides:

152 Court to grant confirmation if satisfied of certain matters

- (1) The court must grant confirmation of an alienation of Maori freehold land if it is satisfied—
 - (a) that,—
 - (i) in the case of an instrument of alienation, the instrument has been executed and attested in the manner required by the rules of court; or
 - (ii) in the case of a resolution of assembled owners, the resolution was passed in accordance with this Act or regulations made under this Act; and
 - (b) that the alienation is not in breach of any trust to which the land is subject; and
 - (c) that the value of all buildings, all fixtures attached to the land, all things growing on the land, all minerals in the land, and all other assets or funds relating to the land, has been properly taken into account in assessing the consideration payable; and
 - (d) that, having regard to the relationship (if any) of the parties and to any other special circumstances of the case, the consideration (if any) is adequate; and
 - (e) that the purchase money (if any) has been paid to, or secured to the satisfaction of, the Māori Trustee or court appointed agent or trustees in accordance with section 159; and
 - (f) that, if section 147A applies to the alienation, the alienating owners have discharged the obligations in that section.

[10] Section 147(1)(a) of Te Ture Whenua Māori Act provides:

147 Alienation of whole or part of block

- (1) Subject to this Act,—

- (a) the sole owner of a block of Maori freehold land has the capacity to alienate the whole or any part of the land; and

[...]

Kōrerorero

Discussion

[11] Mr Jefferies, in his submissions at paragraph 8, submitted that the conditions of s 152(1) have been met. I adopt and agree with the submissions made by Mr Jefferies at paragraphs 8.1 through to 8.6 of his submission as set out below:¹

[8.1] The Sale and Purchase Agreement between the Applicants and the Purchaser has been executed in accordance with Rule 11.10(1) of the Rules. Section 152(1)(a) of the Act has been satisfied.

[8.2] There is no Trust over the Land. Section 152(1) (b) of the Act is satisfied.

[8.3] The real estate property market in Taumarunui has effectively determined, following extensive marketing over many years, that the value of the Land and buildings has been properly taken into account in assessing the consideration payable. Section 152(1)(c) of the Act is therefore satisfied.

[8.4] The consideration payable under the Agreement is adequate on the following grounds:

- (a) The Rating Valuation does not properly reflect the current market value for the Property.

- (b) The differences between online estimated values for the Land suggest that constraints under the Act on the sale of Maori freehold land should also be taken into account when determining if the consideration is adequate in this case.

- (c) The real estate property market has effectively determined, following extensive marketing over many years, that the current market value for the Land is \$160,000;

- (d) When accepting the offer of \$160,000, the Applicants took into account that there was no commission payable to an agent;

- (e) The consideration payable also takes into account that land will continue to retain its status as Maori freehold land following settlement of the Agreement. Section 152(1)(d) of the Act is therefore satisfied.

[8.5] Section 159(2)(ea) of the Act applies as the Applicants are the sole owners of the Land. Accordingly, the requirement under section 152(1)(e) for the Purchase Price to be paid to the Maori Trustee or a court appointed agent does not apply.

¹ Peter Jeffries submissions on behalf of the applicants dated 6 November 2025.

[8.6] Section 152(1)(f) requires the Applicants to discharge the obligations in section 147A of the Act which are set out below.

[12] With respect to the requirements of s 147A, Mr Jefferies submits that those requirements have been met for the reasons set out at paragraph 10 of his submission as follows:²

[10.1] The Applicants arranged for the RFR Notice to be published in the Taumarunui Bulletin on 14 August 2025. This notice complied with the requirements of Rule 11.5(3)(a), (b) and (c) of the Maori Land Court Rules 2011 and Section 147A(4)(b)(i) of the Act. The Applicants arranged for the RFR Notice to be published a second time in the Taumarunui Bulletin on 21 August 2025. This notice complies with the requirements of Rule 11.5(3)(a), (b) and (c) of the Maori Land Court Rules 2011. The Taumarunui Bulletin is a weekly edition that is delivered to every household and RD address in Taumarunui. The Taumarunui Bulletin also has an online presence with the notices also published on an Internet site. Accordingly section 147A(4)(b) of the Act has been satisfied.

[10.2] Section 147A(4)(a) requires the Applicants to send the RFR Notice to every member of the PCA whose physical or electronic address is known to them and they have made reasonable efforts to determine those addresses. The Applicants are non-Maori and have had limited contact with local marae and hapu associated with the Land. They have instead relied on:

(a) the sale of the Land being extensively marketed within the Taumarunui community over many years;

(b) the Register arranging for the RFR Notice to be displayed on the public noticeboard in the Aotea Maori Land Court registry office at Whanganui since 5 August 2025; and

[10.3] The RFR Notice described the Land by name, area and street address. It confirmed the Land was within the Aotea district of the Maori Land Court and requested the PCA to submit a tender for the purchase of the Land. The contents of the RFR Notice complies in with section 147A(3) of the Act.

[10.4] The RFR Notice stipulated that the PCA provide written notice of intention to pursue the first right of refusal with the Maori Land Court no later than 12 September 2025. Given the extensive marketing of the sale of the Land Section over many years the deadline can be considered reasonable in the circumstances. Accordingly, section 147A(5) of the Act is satisfied.

[10.5] The RFR Notice provided that any PCA wishing to submit a tender for the purchase of the said land or enquire as to the terms of sale can do so by contacting the Applicant's solicitor. Section 147A(6) of the Act is satisfied.

² Above n 1.

[13] I agree with Mr Jefferies that compliance with s 147A has been achieved in these circumstances. Following publication of the notice to the preferred class, solicitors for the Carmichael brothers, received two emails from Nyree Hurst.

[14] In her first email of 18th of August, Ms Hurst said:

Hi there,

I am enquiring into the advertisement in the local newspaper of the land and property situated at 41 Taumarunui Street, Taumarunui. I request a copy of the terms of sale as an interested party.

I am whanaunga of Kiria Pani Wairangi, a direct descendant of one of the owners. I understand my cousin did not sell or gift her land interests and that she also had children.

My paternal mother is also the owner of the neighbouring property at 37 Taumarunui Street, Taumarunui. Her name is Florence Te Amohanga Nikora (nee Hurst), also Kiria's paternal aunty.

I would like to note that the land at the front of 41 Taumarunui Street, Taumarunui, belongs to our whanaunga, and our whanau act as kaitiaki on behalf of the Kaka whanau. We have allowed local residents of the Rochfort Flats, particularly the elderly community, to use this area for gardens as a gesture of support and manākitanga.

Currently, access to the property is via 37 Taumarunui Street and the front section of 41 Taumarunui Street (the driveway is on the boundary). The rear section of the property is effectively landlocked and does not have formal access. This is an issue that will need to be addressed in discussion with both the current owner(s) and any prospective purchaser.

If there are any questions you may have, please do not hesitate to contact the writer.³

[15] I was able to clarify with Mr Jefferies and Mr Graham Carmichael that the issue raised by Ms Hurst concerning access was answered by the presence of the right of way that is shown on the Land Transfer Title reference SA28A/675. Mr Carmichael was able to confirm that the right of way shown on the title is in fact the current driveway access to the property known as 41 Taumarunui Street. Mr Carmichael advised me that Ms Hurst's reference to 37 Taumarunui Street was, to his knowledge, an error. The access to Taumarunui Papakāinga 4A2 has always been consistent with the right of way shown on the title and the address is known as 41 Taumarunui Street.

³ Email correspondence from Nyree Hurst dated 18 August 2025.

[16] On the 4th of September 2025, Ms Hurst sent a further email to the solicitors for the Carmichael brothers as follows:

Kia ora e hoa,

My whaanau is interested in reviewing the tender terms and would like to request a copy of the tender documents, including:

- The tender submission requirements
- Deadline for submission
- Property details
- Any other relevant terms and conditions

FYI, in advance my mother Florence Nikora-Te Amohanga (also the landowner at 37 Taumarunui street), wishes to offer \$80k for the purchase. The land would therefore come back to the whaanau as descendants of the original owner, Te Huia Te Pikikotuku.

The rangatira of ngaati hauaroa te iwi and member of the original native township council (now called the ruapehu district council).

Please let me know whether there are any scheduled site visits or further steps required to participate.⁴

[17] Mr Jaichand, solicitor for the Carmichael brothers, responded to Ms Hurst on the 5th of September as follows:

Good Day,

Attached is a draft Particulars and Conditions of Sale of Real Estate by Tender, which includes the Terms of Sale.

1. As this is a tender the Vendors will not be bound unless they accept the tender.
2. When submitting your tender, kindly provide proof of payment of the deposit of 10% of the purchase price that you intend to offer together with proof of bank funds for the balance of the purchase price payable on settlement date.

⁴ Email correspondence from Nyree Hurst dated 4 September 2025.

3. There is a prior Agreement for Sale and Purchase in place where the purchaser's solicitors are Ferguson Bhullar & Scott.⁵

[18] Mr Jefferies has advised me that no response had been received to that communication and no further tender or offer was made. In light of that fact and being satisfied that the relevant statutory criteria have been met, I am required by the terms of s 152 to approve the application for confirmation of alienation. I also note that the land will remain Māori freehold land and there will be orders accordingly.

[19] With regard to the requirement for a special valuation, I agree that this can be waived in this case given the length of time this property has been on the market. Mr Graham Carmichael informed me that it has been on the market for approximately 15 years.

Te whakataunga

Decision

[20] The Court makes orders under Te Ture Whenua Māori Act 1993 as follows:

- (a) Section 158(1) waiving the requirement for a special valuation.
- (b) Section 155 confirming the instrument of alienation being an Agreement for Sale and Purchase dated 18 November 2024 for the sale of Taumarunui Papakāinga 4A2 block comprising of 0.1236 (contained in Record of Title SA28A/675 (South Auckland Registry)), in accordance with the terms and conditions set out in the agreement. For the avoidance of doubt the status of Taumarunui Papakāinga 4A2 block is to remain Māori Freehold land.

I whakapuaki i te wā 2pm i Taumarunui, i te 7th o ngā rā o Whiringa-a-rangi i te tau 2025.

Pronounced at 2pm in Taumarunui, on this 7th day of November 2025

M J Doogan

JUDGE

⁵ Email correspondence in reply from Anil Jaichand dated 5 September 2025