

Recent Australia and New Zealand Court Cases

Recent Court Decisions • The Valuation Engineer

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Notice to readers. These summaries are the Journal's own descriptions of court decisions and legal instruments, written for valuation professionals. They are not legal advice. Where the understanding of a decision or a provision is critical to a matter, the reader should consult the official text and obtain advice from a lawyer qualified in the jurisdiction concerned. Many of the sources were written in languages other than English and were read in machine translation, which can be in error; each such item is marked, and its original-language source is linked so that it can be checked.



Jurisdictions surveyed in this installment are outlined and shaded.

Scope and Sources

This is the *baseline* installment for Oceania. Where the United States, European and Latin American surveys began in Volume 1, Issue 1 and are updated quarterly, Australia and New Zealand enter the department with this issue. A baseline installment therefore reaches back further than one quarter: it covers decisions of continuing practical significance handed down through the third quarter of 2026, rather than only those since the previous installment. Subsequent Oceania installments will be quarterly updates.

This installment’s principal context is compensation for compulsory acquisition — the taking of private property by the state, which US practice calls eminent domain or condemnation. Two further contexts appear and are flagged where they arise: statutory valuation for local property taxation, and the tenure and disclosure disputes among the New Zealand items. Each country block opens by naming its own context; a statement made under one context should not be assumed to hold under another.

Primary sources are the Australasian Legal Information Institute (austlii.edu.au) and the New Zealand Legal Information Institute (nzlii.org); the published judgment databases of the Land and Environment Court of New South Wales (lec.nsw.gov.au), the Land Court and Land Appeal Court of Queensland (queenslandjudgments.com.au), and the Victorian Civil and Administrative Tribunal; and, for New Zealand, the Land Valuation Tribunal decisions published by the Ministry of Justice (justice.govt.nz) together with the senior courts’ judgment database. Secondary commentary from Australian and New Zealand professional practice is used to identify decisions but not as authority for their content.

Every decision treated as authority here was read in English, which is the language of the courts of both jurisdictions surveyed; the Queensland solar-farm matter, carried below as identified rather than verified, rests on secondary reporting and was not read. No machine translation was involved, so no translation-provenance apparatus is carried here; the South, Southeast and East Asian and Middle East & North Africa installments in this issue explain that apparatus and use it. Where a **Source** note appears below it links English-language commentary consulted for the item.

Case citations herein should be verified against the court’s official report before any reliance for practice or for further publication.

Expropriation, Eminent Domain, and Condemnation

Including inverse condemnation. Just compensation, larger parcel, severance, project influence, stigma, and reasonably probable future use.

Australia and New Zealand are reported together. Both are common-law compensation systems with a developed statutory code, and their decisions of the period are placed under the purpose each serves. Amounts in dollars are Australian dollars unless marked NZ\$.

Australia

The Australian items in this section concern compensation for the compulsory acquisition of land. (A further Australian matter — the Queensland solar-farm statutory-valuation question — is recorded at the end of the New Zealand section and flagged there.)

Goldmate Property Luddenham No 1 Pty Ltd v Transport for NSW [2026] NSWLEC 22 (Duggan J). On remitter — what US practice calls remand — from the New South Wales Court of Appeal ([2024] NSWCA 292; (2024) 116 NSWLR 233, 9 December 2024), the Land and Environment Court redetermined compensation for land on Luddenham Road acquired for the M12 Motorway, awarding \$38,353,979.78, with interest, against an original determination of approximately \$9.75 million.

The point of law belongs to the Court of Appeal, which in December 2024 held that the “public purpose” whose effect on value must be disregarded under the *Land Acquisition (Just Terms*

Compensation) Act 1991 (NSW) — a scheme disregard, in US vocabulary the project-influence or scope-of-the-project rule — must be tied to the acquiring authority’s statutory function — here the construction, operation and maintenance of the M12 Motorway specifically, not the Western Sydney infrastructure program as a whole — and on that basis set aside the original determination and remitted the matter. On the remitter (10 March 2026) Duggan J applied that holding; on causation the Court found that the Western Sydney Airport, not the M12 project, caused the rezoning under the Aerotropolis planning instrument, and the land was therefore valued on the Enterprise zoning subsisting at the date of acquisition rather than discounted to rural zoning.

Implication for appraisers. The case is a working example of the distinction between a project’s effect on value and a broader regional program’s effect on value. Where an appraiser is instructed to disregard the scheme, the scope of “the scheme” is a question of fact with a very large valuation consequence — here roughly a factor of four. The appraiser’s report should state which public purpose was disregarded and on what basis, rather than treating the disregard as a single undifferentiated adjustment.

Source — Lander & Rogers, on the Court of Appeal’s construction of the public purpose, and Colin Biggers & Paisley, on the remitter award (commentary; read in English):
<https://landers.com.au/legal-insights-news/goldmate-v-tfnsw-interpretation-of-the-public-purpose-narrowed-by-the-nsw-court-of-appeal>
[https://www.cbp.com.au/insights/publications/goldmate-remitter-\\$38-3-million-awarded-to-dispossessed-landowner-in-m12-motorway-acquisition](https://www.cbp.com.au/insights/publications/goldmate-remitter-$38-3-million-awarded-to-dispossessed-landowner-in-m12-motorway-acquisition).

***Clark v Sunshine Coast Regional Council* [2025] QLC 32; [2026] QLAC 3.** The Land Court (17 December 2025) fixed land value at \$5,800,000 with \$73,192.50 disturbance (in the United States, relocation payments) on an improved lifestyle property, against a claim of \$11,250,000 built on a summation method and a “special value in reverse” argument; the respondent’s valuer (appraiser) had said \$6,000,000, and direct comparison was preferred. The Land Appeal Court (22 April 2026) found no error in rejecting summation, and held that the “liberal estimate” principle applies only as between two equally plausible results — it is not a thumb on the scale in the owner’s favor whenever figures differ. A further decision ([2026] QLC 2) ordered repayment of \$329,422.01 of an advance paid in excess of the award, with interest.

Implication for appraisers. An appellate court reviewing a compensation determination will not substitute its own valuation absent identified error in the primary judge’s reasoning; the valuer’s task at first instance is therefore where the case is won.

The Land and Environment Court’s year. The New South Wales compensation decisions of 2025–26 are the richest single body of common-law expropriation authority in this survey, and nearly all of them turn on one question: what would the land have been zoned, but for the public purpose?

Underlying zoning as the whole case: *Wenkart, Tallawong Ridge, UPG 72.* In *Wenkart v Blacktown City Council (No 2)* [2025] NSWLEC 138 the Court, acting as judicial valuer, rejected a “developable/undevelopable” split and adopted an underlying-zoning approach — 12,594 m² of residential land at \$480/m² and 19,702.6 m² of conservation land at \$150, less five percent in one line — giving \$8,550,485.50 and compensation of \$8,644,370 against the Valuer General’s \$5,136,696.97. In *Tallawong Ridge* [2026] NSWLEC 1163 the parties agreed the figures by scenario — \$3,682,500 if rural, \$12,717,000 if residential — and the Court found that, disregarding the public purpose, the land would have been residential. In *UPG 72* [2025] NSWLEC 29 the answer went the other

way: the public purpose was a drainage channel and frog habitat, the underlying zoning was found to be conservation with about 500 m² of residential, and the award of \$1,235,521.20 fell *below* the \$2,494,984.44 offered — the council nonetheless paying costs ([2025] NSWLEC 77).

Causation, in both directions: *Telado, Nicolaou, Roberts Jones*. *Telado v Sydney Metro* [2025] NSWLEC 42 awarded \$54,315,085.65 and \$146,815,085.65 on two Sydney office sites against offers of \$49.6 million and \$128.1 million, holding that a neighboring freehold acquisition would have occurred without Metro West and so was not to be disregarded. *Nicolaou* [2025] NSWLEC 56 accepted an agreed \$950/m² and market value of \$27,000,000 but rejected a claim for decrease in the value of the residue on a rezoning, as not caused by the public purpose, and refused stamp duty and financing costs as disturbance. *Roberts Jones Badgerys Creek* [2026] NSWLEC 108, on a Valuer General’s determination of \$74,670,732, ran a before-and-after at \$265 and \$240.64 per square meter and held the location of a transport corridor not caused by the public purpose. In each the valuer’s task was to identify which changes in the market belonged to the scheme and which did not, and the Court has drawn the line case by case.

Special value unproved, and a footway at \$20,000. *Eddie Arnott v Sydney Metro (No 4)* [2025] NSWLEC 103: a strata shop claimed at \$6 million to \$7.4 million including special value of up to \$4,501,000 for joint occupancy with the owner’s other premises; the evidence was “at best, inconclusive”, and compensation was \$1,102,000 against the acquirer’s income-capitalized \$890,000. *Owners of Strata Plan 67754 v Sydney Metro* [2026] NSWLEC 99: an extinguished right of footway claimed at \$11,550,000 on a before-and-after capitalization was held to have brought the public purpose into the account impermissibly; market value was nominal at \$20,000, the total \$162,124.10 with disturbance.

Queensland — settlements are not comparables. In *DZY B* [2026] QLC 10 a residential lot was valued at \$520,000 with \$29,193.19 disturbance, the applicant’s use of the constructing authority’s own settlements as comparables being rejected because those figures embedded disturbance and were not market sales. *Robke* [2025] QLC 3 fixed \$978,527.86 on a claim built almost entirely of disturbance items, allowed or refused one by one — \$220,736 on one head, and \$8,158.23 of solicitors’ costs refused because they were spent trying to stop the resumption, not preparing the claim.

Implication for appraisers. The New South Wales court states the underlying-zoning question more explicitly than any other jurisdiction in this survey, and answers it with a valuation of its own. A valuer appearing there is not offering an opinion for the court to accept or reject; the court will build its own figure from the components, and the components are what the evidence must supply. *UPG 72* is the case to show a client who thinks a compensation claim cannot come out below the offer. Its costs treatment — the council paying costs although the award fell below its offer — reflects the principle that a statutory compensation entitlement should not be eroded by an adverse costs order, which affects the risk calculus a claimant’s valuer should explain to an instructing client.

Source — All read in the official texts on NSW Caselaw and Queensland Judgments — Wenkart: <https://www.caselaw.nsw.gov.au/decision/19add5532f0107b665b9382d>; Tallawong Ridge: <https://www.caselaw.nsw.gov.au/decision/19d229a77599f0d9bd662016>; UPG 72: <https://www.caselaw.nsw.gov.au/decision/195ee7b66c3508afc0814679>; Telado: <https://www.caselaw.nsw.gov.au/decision/196a8b185e74d6eff3d5b54e>; Nicolaou: <https://www.caselaw.nsw.gov.au/decision/19739fc2e25fb19ad66ef7cc>; Roberts Jones: <https://www.caselaw.nsw.gov.au/decision/1a021e580bcaeed0662785cf>; Eddie Arnott: <https://www.caselaw.nsw.gov.au/decision/1993c9b4c823e7f19ae11277>; SP 67754: <https://www.caselaw.nsw.gov.au/decision/19fee1cc2e5dd81bc257bb98>; Goldmate (remitter): <https://www.caselaw.nsw.gov.au/decision/19>

cd01c994d69705c443da8a; Clark: <https://www.queenslandjudgments.com.au/caselaw/qlc/2025/32> and <https://www.queenslandjudgments.com.au/caselaw/qlac/2026/3>; DZY B: <https://www.queenslandjudgments.com.au/caselaw/qlc/2026/10>; Robke: <https://www.queenslandjudgments.com.au/caselaw/qlc/2025/3>.

New Zealand

Coverage note. The New Zealand judgment databases, the Land Valuation Tribunal decisions and the courts' own search pages were inaccessible during this department's first verification pass, as were the Victorian, Western Australian, South Australian and Commonwealth courts; the Australian material above is New South Wales and Queensland only. The courts' own site has since served the Court of Appeal judgment in *Liow v Martelli*, which was read; the text of the Public Works Act could not be reached and the statutory statement below is from the department's working knowledge of it.

The New Zealand items mix contexts and are flagged accordingly: compensation under the Public Works Act, consent to alterations under cross-lease tenure, a vendor-disclosure deceit claim (*Wang v Vanifatova*, filed below under private contract damages), and reform of the acquisition pathway. One Queensland (Australian) statutory-valuation matter is also recorded at the end of this section.

Public Works Act compensation — valuation principles. The governing principle for land taken under the *Public Works Act 1981* is that value is the amount the land would be expected to realize if sold in the open market by a willing seller to a willing buyer, with two established qualifications: under section 65, land for which there is no general demand or market and which is used for a special purpose may be assessed on the reasonable cost of equivalent reinstatement (compensation at the cost of replacing the property with an equivalent facility — the cost-approach analogue), and any increase or decrease in value arising from the prospect of the public work is to be disregarded. The Land Valuation Tribunal, constituted under the *Land Valuation Proceedings Act 1948*, determines objections to both Public Works Act compensation and rating valuations (the assessed values used for local property taxes — “rates” — in Commonwealth systems; not credit ratings).

Implication for appraisers. As under the New South Wales provision construed in *Goldmate*, the scope of the disregarded work is a question with direct valuation consequence, and the report should state what was disregarded and on what basis.

***Liow v Martelli* [2026] NZCA 101 (16 April 2026).** The Court of Appeal discarded the test in *Smallfield v Brown* (1991), which for more than three decades had governed consent to alterations on cross-lease titles — a New Zealand tenure form in which the owners hold the fee simple of the underlying land jointly and each dwelling is held under a lease granted by the co-owners. Under *Smallfield*, consent could be treated as unreasonably withheld only where the benefit to the party seeking the change was substantial *and* the alteration caused no more than trifling detriment to the neighbor. The respondents had sought consent to a single-story extension, an in-ground pool and connecting decking; the appellants, their neighbors on the same cross-lease title, refused. Upholding the High Court and dismissing the appeal, the Court of Appeal held *Smallfield* wrong in law: the words of the alterations covenant do not contain those constraints, and the constraints are not appropriate to its context and purpose. The test is now a contextual assessment of reasonableness weighing the benefit to the applicant against the actual prejudice to the objector.

Implication for appraisers. New Zealand is commonly reported to hold a very large stock of cross-lease titles, particularly in Auckland, whose value is commonly reported to have been depressed

by the difficulty of obtaining consent to alter or extend. *Smallfield* was a substantial part of that difficulty: a neighbor could refuse on a showing of more than trifling detriment, which is a low threshold. Replacing it with a reasonableness balance raises the probability that a given alteration can proceed, and therefore bears directly on the discount a cross-lease title carries against an equivalent fee simple. Appraisers who apply a standing percentage adjustment for cross-lease tenure should revisit its derivation: the adjustment was calibrated against a legal test that no longer exists.

Other decisions identified, not yet verified. A survey of 2026 New Zealand real property litigation also identifies *Creative Edge Food Company Ltd v Hunza Corporate Trustee Ltd* [2026] NZHC 852, on relief against a missed commercial lease renewal deadline under ss 261 and 264 of the Property Law Act, in which the lease was renewed but any rent review backdated so that the tenant took no benefit from the late notice; *Reid v Omana North Ltd* [2026] NZHC 92, on compensation claims and readiness to settle; and *Estate of Ruru v Attorney-General* [2026] NZSC 79, on resumption of Crown forest land and compensation under the Crown Forest Assets Act. Each is carried forward for verification against the official report before it is treated as authority in this department.

Public Works Act reform. A reform program has been announced that would remove the Environment Court from the acquisition pathway for designated priority projects and introduce incentive payments to landowners for early agreement. The proposal changes the forum and the negotiating posture rather than the measure of compensation.

Implication for appraisers. Incentive payments sit outside market value and should be reported separately from it. A valuer whose figure is used as the basis for an incentivized settlement should be explicit that the incentive is not a component of market value and does not evidence it for any other property.

Identified but not verified: the statutory character of land occupied by a solar generation facility. Legal reporting of June 2026 records that a Queensland appellate court dismissed a challenge to the statutory valuation of what is described as the country’s — that is, Australia’s — largest solar farm, and observed that the *Land Valuation Act 2010* (Qld) should be amended to clarify the meaning of “urban purpose”. The question matters because the urban or non-urban characterization governs the statutory basis of value under the *Land Valuation Act 2010* (Qld) — site value for urban land, unimproved value for non-urban land — and the difference between the bases can be substantial: unimproved value strips out all improvements, including land development, while site value keeps invisible site works, so site value is usually the higher.

The department has been unable to verify the decision. The Australasian Legal Information Institute refused automated access, the Queensland Judgments service requires a scripted client this department does not operate, and the legal-press report is behind a subscription. The case name, citation and date therefore remain unconfirmed, and the matter is recorded here as an identified question rather than as authority. It is the highest priority for the next installment, and the obvious route is manual consultation of the Court of Appeal’s own published judgments.

Why it is worth recording even unverified. A related question — whether a statutory characterization of land follows its planning designation or its actual use — arises in *Harinder Singh Sodhi v State of Rajasthan*, as reported in this issue’s South Asian installment.

Sources — Public Works Act 1981, section 62 (*Assessment of compensation*) and section 65 (land for which no general demand exists), official consolidated text (section 62 read in English for the first pass; not reachable at

press): <https://www.legislation.govt.nz/act/public/1981/0035/latest/DLM46358.html>; Land Valuation Tribunal decisions: <https://www.justice.govt.nz/tribunals/land-and-title/land-valuation-tribunal/decisions/>. For an award under the Act, *Edwards v Minister for Land Information* (29 November 2024) allowed total compensation of NZ\$296,960 for land taken and injurious affection (in the United States, severance damages or damages to the remainder) to the balance land.

Taxation

Ad valorem assessment appeals, current use against highest and best use, special-purpose and utility property, estate and gift tax, and conservation-easement valuation.

Equal weight to every comparable is not an error of law: *Valuer General v Esperia Court*. [2026] NSWCA 30, 17 March 2026. The Court of Appeal dismissed the Valuer General's appeal from eight Strathfield land-value redeterminations ([2025] NSWLEC 104): giving equal weight to all adjusted comparable sales, and adopting a rate between the median and the mean of the adjusted figures, is a question of valuation judgment, not of law. The redetermined values ran from \$1,460,580 to \$15,934,000.

Highest and best use is the existing use: *Tomago Aluminium v Valuer-General (No 2)*. [2026] NSWLEC 32, 27 March 2026. A land value of \$52,000,000 at 1 July 2023 was confirmed on the footing that the highest and best use of the site was its existing use as an aluminum smelter; the taxpayer's case for an industrial-development-site value of \$32,830,000 failed. A special-purpose property whose best use is what it is doing is valued for that, and the lower figure for a hypothetical alternative does not displace it.

Queensland — the valuer as advocate, and the error in the other side's report. In *Cost v Valuer-General* [2025] QLC 2, affirmed [2026] QLAC 4, the appellants' valuer had acted as their agent and advocate and breached the expert-evidence rules; his evidence was given no weight and the appeals failed. In *Calardu Gympie* [2026] QLAC 5 the taxpayer discharged its onus against an issued \$1,350,000 by showing that the Valuer-General's valuer had wrongly excluded a comparable sale; its own valuer had erred too, on another sale, and the Valuer-General's cross-appeal was dismissed. And in *Ocean Plaza* [2025] QLC 17 two site values on the Gold Coast were both reduced — 80 Marine Parade to \$52,820,000 from an issued \$54,500,000, and 66 Marine Parade to \$47,040,500 from \$47,500,000 — the Valuer-General's own valuer having contended for more than the issued figures, \$55,500,000 and \$49,500,000.

Briefly noted. *Karimbla* [2025] NSWLEC 1810: \$1,805 per square meter of gross floor area preferred, an issued \$63,843,435 not shown too high. *Boensch* [2025] NSWLEC 1458, affirmed [2026] NSWLEC 12: \$2,100/m² with five percent off for flooding; selection and adjustment of comparables is fact, not law. *Jensen* [2025] QCA 102: an unimproved value of \$600,000 stood against an issued \$640,000. *Walker Road* [2025] QLC 19: the farming concession applied and value reduced to \$1,200,000.

Implication for appraisers. Two of these are about the valuer rather than the value, and they are the ones to remember. *Cost* disposes of a valuer whose evidence was given no weight because he had acted as his clients' agent and advocate. *Calardu* shows that an owner need not prove the right figure to win the first step: showing that the valuation defended by the Valuer-General rests on an

error — here a comparable wrongly left out — is enough, even where the owner’s own valuer has erred elsewhere.

Source — Esperia Court: <https://www.caselaw.nsw.gov.au/decision/19cf42b91f5aff633a769e19> and <https://www.caselaw.nsw.gov.au/decision/1993cafa4884786af487bbda>; Tomago: <https://www.caselaw.nsw.gov.au/decision/19d2d0808a567e6dff45dcca>; Cost: <https://www.queenslandjudgments.com.au/caselaw/qlc/2025/2> and <https://www.queenslandjudgments.com.au/caselaw/qlac/2026/4>; Calardu: <https://www.queenslandjudgments.com.au/caselaw/qlac/2026/5>; Ocean Plaza: <https://www.queenslandjudgments.com.au/caselaw/qlc/2025/17>; Karimbla: <https://www.caselaw.nsw.gov.au/decision/19a956f34e55f61202c8ea89>; Boensch: <https://www.caselaw.nsw.gov.au/decision/197a4c6a864578e75cb804b9>; Jensen: <https://www.queenslandjudgments.com.au/caselaw/qca/2025/102>; Walker Road: <https://www.queenslandjudgments.com.au/caselaw/qlc/2025/19>. All official texts.

Lending, Foreclosure, and Mortgage Regulation

Origination and refinance appraisals, GSE, FHA and FIRREA independence rules, deficiency actions, and what loss the valuation actually caused.

The valuers’ insurer walks away: *Aquamore Finance v Castles Valuers*. [2026] NSWSC 248, 20 March 2026. A lender held a consent judgment of \$400,000 against valuers for a negligent “as if complete” valuation — \$4.8 million of hypothetical subdivided lots less \$600,000 of costs, presented as \$4.2 million “as is”. The valuers’ professional indemnity underwriters were held entitled to rely on a policy exclusion and not obliged to indemnify, and the lender’s motion failed. The valuer was liable; the policy did not respond; the lender holds a judgment the policy will not fund.

Briefly noted. *Hungry Joe Productions v DCF Lending* [2026] NSWSC 920: an injunction against a mortgagee sale at \$2.65 million on a valuation of \$3.625 million was refused, because even a sale \$500,000 to \$600,000 higher would not have cured the refinancing shortfall.

Source — Aquamore: <https://www.caselaw.nsw.gov.au/decision/19d08a906766e0ae32cd973f>; Hungry Joe: <https://www.caselaw.nsw.gov.au/decision/19fc1fc2319c6e631462dfc4>. Official texts.

Valuer and Appraiser Professional Liability

Negligence, breach of contract, and rarely fraud against the appraiser; bracket and margin of error, intended use, and USPAP compliance.

Two decisions, both about role rather than number. *Aquamore v Castles Valuers*, reported under *Lending* above, is the period’s only negligent-valuation finding — an “as if complete” figure presented as “as is” — and its lesson is that the basis of value stated in the report is the whole of the case. And *Cost v Valuer-General*, under *Taxation*, disposed of a valuer who acted as his clients’ agent and advocate and then gave evidence as their expert: no weight, and the appeals lost. No other 2025–26 decision on a valuer’s liability was located in the accessible databases; the Commonwealth courts and the Victorian and New Zealand databases were inaccessible.

Family Law, Divorce, and Equitable Distribution

Date-of-value contests, discounts, and whether a contemplated subdivision or development is reasonably probable.

No decisions in this category this quarter.

Verification note. The Federal Circuit and Family Court of Australia publishes its judgments through databases that were inaccessible during this department's verification pass, and no state court has jurisdiction over the financial consequences of divorce. The absence of Australian family-law decisions here is therefore a failure of access, not a finding about the case law.

Estate, Trust, and Probate

Date-of-death value, lack-of-control and marketability discounts, and mixed real-estate and business interests.

Executors ordered to get a real valuation: *Wagner v Wagner*. [2026] QSC 139, 18 June 2026. On a family-provision claim the executors had not discharged their duty to put adequate valuations of the land and the shareholding before the court, and were ordered to obtain full formal valuations of two Queensland properties, including any mining lease. An executor's own figure is not evidence of value, and the court will not decide adequacy of provision on it.

Briefly noted. *Morgan v Chief Commissioner of State Revenue* [2026] NSWCATAD 149: a valuer's \$657,000 life-estate valuation could not reduce the dutiable value of an estate transfer, because on its true construction the will created no life estate. The valuation was competent; the interest it valued did not exist.

Source — Wagner: <https://www.queenslandjudgments.com.au/caselaw/qsc/2026/139>; Morgan: <https://www.caselaw.nsw.gov.au/decision/19e24f97efababdbd284bad5>. Official texts.

Partnership, Shareholder, and Buy-out Disputes

Fair value against fair market value, and whether an asset or cost approach is appropriate when the real estate is an operating asset.

Land moved out at a fraction of its value: *Re Gerringong Storage*. [2025] NSWSC 302, 2 April 2025. Land transferred out of the company at \$877,500 against valuations of \$2,200,000 to \$4,500,000; the competing \$/m² evidence discounted regional sales for size. Winding up on the just-and-equitable ground and monetary relief followed. The gap between the transfer price and the lowest valuation was the oppression.

No minority discount after oppression, and the date is the order: *Re Lanmar (No 2)*. [2026] NSWSC 800, 10 July 2026. A buy-out at a known value proved impossible because the valuation evidence did not establish the share value, and a receiver was appointed to sell; the Court restated that after oppression a minority discount is generally inappropriate and that the valuation date is usually the date of the order.

Briefly noted. *Re Lamrock Place Property* [2026] NSWSC 52: a 50/50 joint venture holding a development site agreed at \$4,740,000, the buy-out priced by reference to the plaintiff's open offer at an 18.67 percent premium to that figure. *Re Azzurri Group Holdings (No 2)* [2025] NSWSC 1064: a shareholders' agreement clause imposing a further ten percent discount held void as a penalty, the experts agreeing that lack-of-control and marketability discounts were otherwise appropriate for a

minority interest — a trading business, not real estate, but the penalty point applies to any buy-out formula.

Implication for appraisers. Australia and England have converged: after oppression, no minority discount, and the value at the order date. *Azzurri* adds a point the English cases have not had to make — that a contractual discount can be struck down as a penalty, so that a formula the parties wrote for themselves is not safe from the court either.

Source — Gerringong: <https://www.caselaw.nsw.gov.au/decision/195ef71a87e8b870762f8609>; Lanmar: <https://www.caselaw.nsw.gov.au/decision/19f4576e915b81d74704594b>; Lamrock: <https://www.caselaw.nsw.gov.au/decision/19c462d802568656280d3a92>; Azzurri: <https://www.caselaw.nsw.gov.au/decision/19959a5030d78bf96e5fc891>. Official texts.

Insurance, Casualty, Environmental Diminution, and Private Contract Damages

Before-and-after value, cost to cure against stigma, wildfire and contamination, insurance appraisal clauses, options, and partition.

Stigma without evidence is nothing: *Owners SP 16460 v Hunter Water*. [2025] NSWSC 1029, 10 September 2025, affirmed [2026] NSWCA 184. A burst main flooded a townhouse development; \$1,161,841.92 was awarded for physical damage. A claim for diminution of \$20,000 per townhouse as flooding “stigma” was rejected outright — no evidence linked increased insurance premiums to the flooding, and there was “nothing left in the stigma claim to found any damages”. The Court of Appeal was not asked to disturb that.

Implication for appraisers. Read this with the German holiday-house case in the European installment, where stigma after a competent repair was refused for want of any fact to hang it on. Two courts, two continents, the same rule: residual diminution is a finding of fact about buyer behavior, and a round number per unit is not a finding of fact.

Briefly noted. *Star Entertainment v Buildcorp* [2026] NSWSC 27: combustible cladding substituted on a hotel façade; damages for removal and replacement apportioned across projects, one head assessed at \$285,662 and recovered at seventy-five percent. No decision of the period on reinstatement against indemnity value, on under-insurance, or on the New Zealand earthquake and weathertightness schemes was located; the New Zealand databases were inaccessible.

Source — Hunter Water: <https://www.caselaw.nsw.gov.au/decision/1992caf8c92bcfdcb2778a08> and <https://www.caselaw.nsw.gov.au/decision/1a0647bca2020bcc6b85e4fc>; Star: <https://www.caselaw.nsw.gov.au/decision/19c21c2750d22e42d152459a>. Official texts.

***Wang v Vanifatova* [2026] NZCA 171 — deceit by the vendor’s agents.** A two-story townhouse in a unit-title development (unit title being New Zealand’s condominium form: individual title to the unit with shared common property) completed in 2002, clad in monolithic material fixed directly to timber framing and with an upper-floor deck identified as a source of water ingress, had a weathertightness history running back to 2014 and remedial work in 2015. During the purchaser’s three-working-day due diligence the vendor’s family members, acting as his agents, disclosed only a 2014 visual audit and withheld a June 2020 building inspection obtained by an earlier prospective purchaser. Collins, Mander and Becroft JJ upheld findings of deceit against

the agents personally, ordering them jointly with the vendor to pay NZ\$495,190 in remedial costs, NZ\$26,580.45 in consequential losses and NZ\$30,000 in general damages (the composition of the bench and the precise quantum are per secondary reporting, not verified against the judgment).

Implication for appraisers. The measure of damages is the point of interest. The award is built on the cost of remediation rather than on the difference between the price paid and the value of the property in its true condition, and the two are not the same number. Where a valuer is instructed in a failed-disclosure claim, which measure the claim is framed on determines what is being asked for, and the distinction should be settled in the instructions rather than assumed. The decision also confirms that a person who stands in the vendor's shoes can be personally liable even though the disclosure duty rests with the owner — a reminder that the professional exposure in a transaction is not confined to those who hold the formal duty.

Coverage and completion status

This baseline installment is not yet complete. The following are identified for the next installment and have not been surveyed here: Victorian and Western Australian compulsory acquisition decisions; the rating and land-tax valuation appeals in the Australian states other than New South Wales and Queensland; New Zealand Land Valuation Tribunal decisions for 2026, which require a search of the Ministry of Justice decisions database directly; and the treatment of contaminated-land and natural-hazard disclosure in valuation evidence in both jurisdictions, which is developing rapidly and is likely to warrant its own treatment.