Asian Parties and the Property (Relationships) Act 1976: Unique Challenges and Issues

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Abstract

This article analyses the unique challenges and issues Asian parties experience under the Property (Relationships) Act 1976 (PRA) in New Zealand. Drawing on demographic data, case law, and interviews with expert and experienced practitioners in property relationship issues, the article highlights how cultural practices, language barriers, and differing understandings of legal norms complicate relationship property disputes in court. Issues include the treatment of family transfers—whether a transfer is a gift or a loan, interpretation and translation of evidence, discovery and disclosure, limited documentation and lack of expert cultural and language evidence. The analysis emphasizes the need for cultural competence within the Family Court, when cultural issues may be relevant to adjudicative issues, and recommends changes to ensure equal access to justice as the PRA enters its 50th year.

Keywords: Property (Relationships) Act; Asian parties; filial piety; cultural competence; family transfers; loans; gifts; language barriers; access to justice; superdiversity; contracting-out and compromise agreements; interpretation and translation; intergenerational support.

[A] PURPOSE OF THIS ARTICLE

New Zealand's demography has fundamentally changed since the enactment of the Matrimonial Property Act 1976 which has now become the Property (Relationships) Act 1976 (PRA).[1] Per section 1C, the PRA is mainly about how property of married/civil union/*de facto*

[1] The Matrimonial Property Act 1976 was renamed the Property (Relationships) Act 1976 on 1 February 2002. This change was part of the reforms introduced by the Property (Relationships) Amendment Act 2001, which also extended the Act's application to *de facto* relationships and civil unions.

couples is to be divided up when they separate or one dies. Section 1M explains that its purpose is to reform the law relating to the property of couples, to recognize the equal contribution of both spouses to the marriage partnership, of civil union partners to the civil union, and of *de facto* partners to the *de facto* relationship partnership, and to provide for a just division of the relationship property between the spouses or partners when their relationship ends by separation or death, and in certain other circumstances, while taking account of the interests of any children of the marriage or children of the civil union or children of the *de facto* relationship. The principles of the PRA under section 1N espouse the importance that men and women have equal status, that all forms of contributions to the partnership are treated as equal, that a just division of relationship property has regard to the economic advantages and disadvantages arising from the enterprise of the partnership, and that questions arising under the PRA should be resolved as inexpensively, simply, and speedily as is consistent with justice.

In 1971, Asians made up about 1% of New Zealand's total population. By the 2023 Census, that proportion had grown dramatically to 17.25%, reflecting significant migration and demographic change over the past five decades. The Asian population increased over 30-fold in absolute numbers, while the total population less than doubled.[2]

In this article, "Asian parties" refers to litigants of East, South, and Southeast Asian heritage. The term is used for analytical clarity based on the available case and interview data and is not intended to ascribe any general characteristics to a group of individuals.

The Asian community has become one of the fastest growing and biggest ethnic groups in New Zealand. The growing superdiversity of New Zealand society, defined as people not born in this country (Chen 2015) and those identifying with more than one ethnicity are some of the changes the New Zealand Law Commission (NZLC) says is contributing to "major shifts in how relationships form, change and end. The result is that relationships,

[2] In 1971 the New Zealand-born population stood at 2,561,280 and remained at about 86 % of the total population (Official Census Data from the New Zealand Official Yearbook of 1976). The total population in 1971 was 2,862,631. The broad ethnic origins of the population from 1971 show that there were 12,818 who identified as Chinese and 7,807 who identified as Indian. Chinese made up 0.38% of the population in 1971. Indians made up 0.26% of the population. In the 2023 census, the population of Asians (Southeast Asian, Chinese, Indian, other Asian) had grown to 861,576 of a total population of 4,993,923 (StatsNZ "2023").

families and households are increasingly diverse and complex" (Te Aka Matua o te Ture | Law Commission 2019: page 9).[3]

It is therefore timely on the 50th anniversary of the PRA to reflect on these demography changes and to analyse:

- ◊ Whether the growing numbers of Asian parties in dispute under the PRA raises unique issues which may be relevant to adjudicative issues in cases; and
- ◊ Whether any changes need to be made to ensure access to justice for Asian parties and to ensure that justice is done in cases where diverse cultures and languages are relevant to adjudicative facts and issues under the PRA.

With the Supreme Court's caution that one size does not fit all, superdiverse parties, (who are predominantly Asian per StatsNZ nd) encounter and generate more and novel issues in PRA proceedings, as detailed below. They usually couple or marry in their home country and subsequently shift to New Zealand, or one partner shifts first and buys a home and then the other one is invited to marry and shift to New Zealand or comes to New Zealand to join the other spouse. The cultural and language framework within which separate and relationship property is acquired is often very different from that underlying the PRA's "equal contributions, no fault" provisions, complicating resolution of disputes.

What follows is an analysis of a number of unique issues raised by Asian parties in PRA disputes, taking account of cases where litigants are identified as being of East, South, or Southeast Asian background. This article only deals with issues unique to Asian parties and thus general discussion of the *forum conveniens* issue, for example, will not be

[3] The NZLC Study Paper on *Relationships and Families in Contemporary New Zealand—He hononga tangata, he hononga whānau I Aotearoa o nāianei* (2017b) found that in the Growing Up in New Zealand Study, by age 4 approximately 40% of Pacific children, 32% of Asian children and 26% of Māori children were living in extended family households, compared to 8% of European children. The October 2021 research report, *Relationship Property Division in New Zealand: The Experiences of Separated People* by Megan Gollop and others, informed a review of the Property (Relationships) Act 1976; see Te Aka Matua o te Ture | Law Commission, *Review of the Property (Relationships) Act 1976* (2019: paragraph 36). Home ownership varies significantly by ethnicity. In 2013, the rate of home ownership was higher for the European and Asian ethnic groups (56.8% and 34.8% respectively), compared to Māori and Pacific peoples (28.2% and 18.5% respectively). Family transfers may be more common in different cultures. In non-western cultures, particularly in Asian and Pacific cultures, the concept of reciprocity can involve the sharing of financial resources across generations. Family transfers may become increasingly common as it becomes harder for first home buyers to enter the property market …" (at paragraph 52). Also see Chan and Riddle (2025) in the related area of trusts and the issues they raise when the PRA was created with traditional families in mind, typically "Mum and Dad, with two or three kids". The added complexities that come with stepchildren, step-parents, or multiple marriages form a gap in the law which is compounded when Asian parties are involved.

covered. Unfortunately, statistics are not kept of the ethnicity of parties in Family Court (or any) court proceedings. The Ministry of Justice Library explained in personal communication that:

> On Family application forms there is a box for applicants to list their ethnicities, but it is not always filled in, and even when it is, it's not always added to CMS by the registrars. That means when we are looking at the data, it's just not in a strong enough state that we would want to generate reports with it.[4]

The cases analysed below demonstrate how cultural practices and traditions can influence the court's interpretation of evidence and the classification of property. Of course, the starting-point of case analysis on cultural considerations is always *Donglin Deng v Lu Zheng* where the Supreme Court, in 2022, made important comments about "Cultural considerations" (paragraphs 75 to 84). Balance is needed between understanding when culture is relevant and avoiding stereotyping, especially as culture also evolves and changes over time (Liao 2022: 7-8).

The cases below demonstrate how cultural context affects the interpretation of financial arrangements within families, especially whether parental or inter-family transfers should be treated as loans or gifts. While the statutory framework of the PRA directs courts to assess the parties' intentions, those intentions are often inseparable from and informed by cultural norms, practices and expectations that influence how families conceive of support, obligation and repayment.

The cases show that, in many Chinese families, substantial advances are made without formal documentation, reflecting traditions of intergenerational care and collective responsibility. Money may be provided for housing, business ventures, or living costs, with repayment expected in ways that extend beyond legal instrument, such as later-life care for parents as they age or gradual repayment based on opportunity. New Zealand Courts at different levels have recognized that applying Anglo-centric legal assumptions in isolation from the culture and language context which informs the meaning families attach to money, obligation, and reciprocity leads to the risk of unjust decisions in cases concerning Asian parties. By contrast, in Indian families, financial support from parents is often closely tied to traditions of generosity, particularly toward sons and their families. The birth of male heirs and the maintenance of family honour can heighten expectations of transfers of large sums which may well be intended as outright gifts.

[4] See Mai Chen, "Asian Parties in the Courts" [2025] NZLJ 366; Mai Chen & Yvonne Mortimer-Wang, "The Data Gap" [2025] NZLJ 369.

However, where formal documentation exists (such as loan agreements or conditions of repayment) judges have prioritized the written evidence over assumptions of cultural generosity.

The analysis also reviews the sparse number of relevant published research which may fall within section 129 of the Evidence Act 2006. Finally, the analysis in this article is based on interviews with expert and experienced practitioners in PRA issues, some of whom are superdiverse and some Pākehā. Their comments are attributed unless they were made anonymously. Note that the region in which a lawyer practises impacted the number of Asian parties encountered in practice. For example, Anita Chan KC, who resides in Dunedin, came across fewer Asian parties than the lawyers who practised in Auckland or the Bay of Plenty area, but is instructed to act on cross-border disputes with Asian parties living outside New Zealand. This article concludes with recommendations of changes that should be considered as we face forward into the next 50 years of the PRA to ensure that the Act continues to do justice to all New Zealanders.

[B] METHODOLOGY

This article draws on desk research, the authors' own experience as practising barristers, and interviews with lawyers who have deep expertise and experience in advising litigants of Asian ethnicity in New Zealand on PRA issues. The interviews were designed and conducted to provide original, empirically grounded insights into the experiences of Asian litigants in PRA disputes. Such insights are almost entirely absent from existing publications and cannot be obtained from publicly available data alone. Thus, the interviews played a key role in the research presented in this article.

The interviewees were selected from a pool drawn from a call for participation posted on the authors' LinkedIn pages and emailed to the Waitakere and North Shore Family Law Bar, as well as through the authors' professional networks (on file with the authors). Selection of interviewees targeted those individuals with direct experience relevant to the research topic and based on their depth of expertise and experience in civil and family law involving litigants of Asian heritage in New Zealand.

Those selected answered a number of questions via a remote or in person interview with both or one of the authors, via emails and by Zoom/phone, including:

- ◊ What are unique issues that you have experienced or observed acting for or dealing with Asian parties?
- ◊ What differences do you notice in dealing with Asian parties in comparison with non-Asian parties?
- ◊ Are there differences in dealing with Asian parties when one spouse is not Asian?
- ◊ Are there any trends identified in acting for Asian parties entering into contracting-out agreements?
- ◊ Are there language issues, or communication issues?
- ◊ Are there issues experienced with the use of translators/interpreters?
- ◊ Are there any assumptions or presumptions held by Asian parties themselves about relationship property?
- ◊ What do Asian parties understand the laws on relationship property to be in New Zealand?
- ◊ What has your experience of cultural competency been in the Family Court and of lawyers/counsel?
- ◊ What is your experience in using expert evidence on culture or/and language in PRA cases in the Family Court or senior courts?

The interviews were recorded with the interviewees' verbal consent to facilitate easier writing up.

As the research presented in this article was conducted entirely by private researchers (ie outside of a university or government agency), interviewing legal experts with full knowledge and consent, and is in a non-health/social sciences area, ethics approval is not required.[5]

We nevertheless recognize the value of best practice and have implemented the following safeguards to ensure the research meets high ethical standards.

1. Interviews were designed to allow participants to contribute anonymously.
2. Prior to their interviews, we disclosed to every interviewee the research purpose, gave them the option to contribute anonymously or choose which aspect of their interview was attributed anonymously, and informed them that they could withdraw at any time, with the ability to edit the article as they saw fit.
3. We obtained express permission for any attributable quotes (written consent was given to the authors by the interviewee).

5 Email from the Aotearoa Research Ethics Committee, 2025, on file with the authors.

4 All interviewees have been given the opportunity to review the article and provide feedback.

5 No interviewees received any payment or reimbursement for participation.

6 The data collected will be securely stored in such a way that only those mentioned below will be able to gain access to it. Data obtained as a result of the research will be retained for at least five years in secure storage. Any personal information held on the participants such as transcriptions of their interviews may be destroyed at the completion of the research even though the data derived from the research may be kept for much longer.

[C] NOT UNDERSTANDING NEW ZEALAND'S COURT SYSTEM

Asian parties may have come from countries with a very different concept of the rule of law which affects their understanding of New Zealand law, the independence of the judiciary and the role of lawyers. They may struggle with *viva voce* evidence. In a defended hearing, both parties provide their account, and the judge must often make determinations on credibility to make findings of fact. They may perceive that a finding can only be made based on tangible evidence (ie supporting evidence), not on affidavit/oral evidence alone, and may be surprised when the judge prefers the wife's account over the husband's, for example. The process of weighing credibility—essentially "he said, she said"—can feel alien and even unfair to clients from more hierarchical or patriarchal backgrounds, where male testimony is traditionally given more weight. This cultural dissonance can lead to distrust of the system. Clients may not be able to reconcile how a judge could reach a binding conclusion on a deeply personal and significant matter based purely on competing narratives (Interview with Mark Sandelin, Barrister, 2025).

Academic Ruiping Ye (2019: 168) wrote that:

> [in mainland China] Judges are more active in conducting the case. The Chinese legal system is inquisitorial, as opposed to adversarial. Judges have the power and obligation to collect evidence where necessary, although there are also rules for the parties' burden of proof.

Another issue is that Asian deponents may not be prepared to travel to New Zealand, nor to be cross-examined by audio-visual link (AVL), resulting in their affidavits not being admissible. In *Zhou v Yu* (2015) for example, the applicant relied on detailed affidavits, emails from his father,

remittance forms, and a schedule of 40 advances totalling substantial sums to show funds provided by his family were loans rather than gifts. The applicant sought to have these family members testify to support his claim. However, a key deponent, the applicant's aunt, was unwilling to travel to New Zealand to give evidence and refused cross-examination via AVL. The court refused to admit her affidavit, limiting the applicant's ability to substantiate his position through direct testimony from his family (*Zhou v Yu* 2015: paragraph 40).

Courts have also observed that some witnesses from China lack understanding of their duty as a witness, coming to New Zealand "solely for the purpose of giving evidence to support a family member" (Chen 2015: paragraph 6). They may confuse the role of a witness with that of an advocate and may not understand that hearsay evidence is generally inadmissible (*Hemu Trade Company Ltd v Le* 2018: paragraph 6).

[D] ASIAN PARTIES MAY HAVE LESS UNDERSTANDING OF THE PRA

A survey done by Otago University into *Relationship Property Division in New Zealand: The Experiences of Separated People* showed 84% of people born in New Zealand know that after three years as a couple, all property becomes relationship property and is split 50:50 in a breakup. For those not born in New Zealand, that understanding was only 67% (Gollop & Ors 2021).

Respondents were less likely to have considered making a contracting out agreement if they were unaware of the general rule of equal sharing under the PRA (15%), were Asian (17%), were born outside New Zealand (18%), were already married (21%) or rented rather than owned their own home (21%). Phase one of the survey conducted 220 interviews with Asian respondents.

As media have reported (Hatton 2018):

> Three-quarters of New Zealanders understood that this law applied to married and un-married couples, but only half of migrants knew this.
>
> Property lawyer and Chinese national Penny Liu said at least once a week she heard from someone with a similar story.
>
> "The client came to me in a panic, basically worried that she won't get her money back at all. She's headed toward retirement age and is worried she won't have any resources left."
>
> Ms Liu was describing a recent client who sent money over from China to her daughter and her son-in-law so they could buy a house.

> The daughter's relationship ended in June and her husband was now entitled to half of the house.
>
> "My client sold her family home and then transferred $400,000 cash over – which was everything she's got. She was living in China and there was no one there to give her advice – nor did she think it was necessary to get any advice because it's her daughter who she trusts.
>
> "The original intention was to help them out, to get them into a nice home, but the problem is because there was no correspondence no proof that her intention was to give it as a loan that would need to be paid back. It's very stressful for her knowing that the money has essentially evaporated."
>
> Ms Liu has run seminars for the migrant community on the topic for the past two years. "There's still quite a gap in the migrant community as to the understanding of what applies to their situation and that's why you get a lot of disputes and a lot of litigation."
>
> She said language barriers stopped a lot of migrants from seeking legal advice. "Unfortunately, you can't just get help from a translator because you need someone who speaks the 'legal language' …, as well as 'the language,' and we don't have a lot of people who do. The legal profession hasn't grown to be able to cater for the needs of the migrants. This group is pretty much out there in the dark."

Barrister Mark Sandelin confirmed that migrant Asian parties often have less understanding of the PRA than New Zealand-born Asian parties and further observed that New Zealand-born Asians generally understand and trust the local legal system, whereas immigrants frequently approach it with suspicion (Interview with Mark Sandelin, 2025). They operate according to the law back in their home country where, for example, the conduct of the parties is relevant to how much the parties get, as in Mainland Chinese law, in contrast to the no-fault system in New Zealand (subject to the provisions set out at 18A of the PRA).[6] So, Asian parties seek to tell the court about perceived wrongdoing by the other partner, not understanding that it is irrelevant under New Zealand law.

6 *Zhou v Lassnig* (2024) paragraph 99: the Property (Relationships) Act is generally not concerned with moral judgements about the partners' conduct, and there is a high threshold to be reached before misconduct is relevant to the division of relationship property. (The CA decision was upheld in the Supreme Court *Lassnig v Zhou* [2025] NZSC 116). Section 18A requires the misconduct to be "gross and palpable" and to have significantly affected the extent or value of the relationship property. Misconduct under section 18A is a negative fact detracting from other positive contributions to the relationship rather than warranting any form of penalty.

[E] LANGUAGE, INTERPRETATION AND TRANSLATION ISSUES

Language barriers impact many superdiverse Asian parties and even if they are proficient in English, it remains a second language (ESOL) if they immigrated to New Zealand as adults. Some Asian parties may not speak English (at all or proficiently) requiring interpretation and translation of documents. Their interactions with counsel who do not speak their language is invariably limited and the risk is counsel misunderstanding their instructions or/and Asian clients not understanding what they have been advised. Many interviewees spoke about the need for double the amount of time to explain issues to Asian clients. Interpretation usually requires more court time for hearings (*Hinds v Song* 2023: paragraph 24).

Professor Leo Liao (2022: 11) writes that:

> Poor-quality interpretation may distort the meaning of what the witnesses say in the courtroom. Even if in good quality, it may still lose the "flavour" of the original statements. The credibility may only be correctly assessed in connection with the demeanour. The demeanour of Chinese witnesses, however, is hard to perceive for Western judges. The process of examination and cross-examination could be helpful, but the practice in China is different and most Chinese people are not familiar with these. They may look shy, unconfident and seem to avoid answering questions and eye contact in answering questions. Some Western judges may think that such demeanours suggest the witness is telling a lie. This may not be fair, if the witness is highly influenced by traditional Chinese culture that eye contact with a person in a superior position would be seen as disrespectful, threatening, or insulting.

It is important to note that these language barriers impact every stage of PRA proceedings. For example, the process of filing deposed evidence is more challenging—such as when ensuring that the client's statements in their home language are accurately translated into English and translation issues with affidavits with deponents not understanding what they are signing in an English language affidavit sometimes drafted by a friend or other family member from conversations had in their first non-English language. Barrister Ben Snedden recounted the time when the court and counsel were reduced to using dialogue probe when the interpreter failed to arrive (Interview with Ben Snedden, 2025).

In *Zhou v Yu* (2016: paragraphs 518-519), both counsel had to have the assistance of "second counsel" because of language difficulties, resulting in costs being granted at a 2B scale. Four parties were involved in the matter, and while the separated couple were the applicant and respondent

respectively, both parties' parents were represented, involved, and recorded in the judgment as well. All parties underwent significant cross-examination, and evidence of loans was in dispute. Documents provided by the applicant's father, including statements regarding loans and asset arrangements, were translated into English. For example, a "Statement" purportedly from the applicant outlined that his assets would be held in trust by his father, Shui Zhou, in the event of unforeseen circumstances (*Zhou v Yu* 2016: paragraph 79). Another document, labelled a "Loan Statement", detailed transfers totalling $45,000 from his parents to the applicant for property purchase and living expenses (*Zhou v Yu* 2016: paragraph 83). This was presented as evidence of the loans.

The applicant argued that translation issues explained why documents were issued retrospectively, and when questions were put to him around the authenticity of the loan documents, he responded "*Well, my English is not, you know, not native*" (*Zhou v Yu* 2016: paragraphs 129-130). Further disputes arose because evidence in their English versions (translated documents) were not agreed as being accurate translations, with the respondent's counsel in counterpart Chinese proceedings deposing that mistakes had been made in the translation (*Zhou v Yu* 2016: paragraph 289). Under cross-examination by AVL, the witness (a qualified lawyer practising in China since 1997) deposed (*Zhou v Yu* 2016: paragraph 289):

> According to the Chinese version, Zhou Guo said in the document all his assets be handled by his father, Zhou Shui. But when your distinguished lawyer read the English version on page 14, it means that all the assets under Zhou Guo's name will be the assets of his father. So this is different.

This Family Court decision was over 100 pages long due to having to address these translation difficulties.

[F] THE IMPORTANCE OF NUANCE AND ITS IMPACT ON ACCESS TO JUSTICE

In a hearing, cross-examination may become more complicated as questions asked in English by counsel or by the judge may contain technical terms or cultural nuances that are difficult for the interpreter (who may themselves be ESOL) to convey with precision in real time. Coupled with the stress and high pressure of proceedings, this challenge becomes even greater. Interpretations of what counsel or the judge asks and what the deponent says in reply may therefore lose nuance or risk inaccuracy. Dala Oh, the Director of Nolen Walters (who speaks Chinese as well as several other Asian languages/dialects), explained in

interview (2025) that even minor misinterpretations can have significant consequences in litigation, emphasizing the need for greater consistency and attention in this area. She has observed a growing practice among senior counsel who are not proficient in Chinese of partnering with Chinese-speaking lawyers or Chinese-speaking instructing solicitors. This enables any issues requiring clarification to be raised at the earliest opportunity in court and addressed collaboratively with the interpreter (Interview with Dala Oh, 2025).

Barrister Ben Snedden said in interview (2025) that by working with instructing solicitors who are proficient in, for example, Mandarin, Cantonese, or Punjabi as well as in English, clients may feel more comfortable deposing in their first language and this approach may lead to less risk of inaccuracy.

Interviewees commented on the need for more experienced Asian counsel practising in the relationship property specialty. Asian parties may deliberately choose to engage practitioners that can speak their language even if they do not practise relationship property law. Other Asian parties opt to use Pākehā lawyers because they are concerned about judicial bias and discrimination against Asian counsel. This, in turn, can lead to communication issues between counsel and clients. Even with Asian clients that, at first blush, appear to speak proficient English, Kings Counsel Vivienne Crawshaw said "There's a lot that's lost" (2025), leading to an increasing desire to err on the side of caution by using a professional translator even in the initial meetings.

Barrister Augustine Choi encouraged greater use of young, bilingual and culturally aware practitioners by specialist teams and experienced practitioners in the field. However, he considered that ultimately the need is for practitioners who can *bridge* cultural divides and not merely practise from the other side of the canyon. Some of these young practitioners will themselves require more help with their English language skills and cultural training to develop their judgement when dealing with colleagues and judges in this field (Interview with Augustine Choi, 2025).

The use of interpreters in court is high, even if parties have a good command of English, due to the stressful nature of legal proceedings and the fact that English is not their first language. Some counsel prefer to hire their own interpreters due to their experience of the inconsistent quality of court-provided interpreters who may not be proficient enough in English or with the particular nuances of the Asian parties' precise form of Mandarin (for example, a Singaporean interpreter of a deponent from rural mainland China) to convey meaning and nuance accurately

(Interview with Kenneth Sun, Founding Partner at Capstone Law, 2025). This is critical when credibility is so often in issue in PRA proceedings with Asian parties due to the lack of documentary evidence. The inconsistent quality of interpreters provided by the court was identified as a significant issue by almost all interviewees.

PRA proceedings involve specialized legal concepts (economic disparity, division of functions within a relationship, repugnancy to justice) that can be difficult to grasp even for a Pākehā layperson speaking English as a first language. Cultural understandings of property concepts often differ significantly, making it challenging for Asian clients to fully grasp legal principles like fairness, reasonableness, and equal sharing, which are fundamental in Western legal systems (Interview with Jo Hosking, Barrister, 2025).

Some legal concepts, like a legal "trust" do not translate directly into Mandarin, thus underscoring the need for competent interpreters in the Family Court who are properly trained in relationship property concepts and can ensure thorough explanations to clients (Interview with Genevieve Haszard, Barrister, 2025). This would not only assist the court but potentially lead to greater access to justice and to more just outcomes.

[G] DISCOVERY AND DISCLOSURE

Discovery is often a foreign concept for some Asian parties and thus fulfilling court obligations under discovery is harder to achieve. Many interviewees said that Asian parties are reluctant to disclose assets, with the process of disclosure being described as both "pulling teeth" and "given through gritted teeth".[7] Asian parties in relationship property proceedings often hesitate to provide full disclosure due to cultural values around privacy and saving face. Family disputes are considered to be held within the family and no one else's business (Liao 2022: 12). Financial matters and family issues are considered highly personal, and revealing details can feel like exposing vulnerabilities or inviting shame (Interview with Christina Lee, Barrister, 2025). Additionally, language barriers and unfamiliarity with the legal process can create distrust or fear that information might be misunderstood or used unfairly against the party. This reluctance is sometimes compounded by concerns over family reputation and the desire to protect relatives from scrutiny, especially when extended family members are involved.

[7] Interviewees did not want this comment attributed.

[H] LIMITED DOCUMENTATION REQUIRING MORE SLEUTHING

On lack of formal documentation, Ruiping Ye (2019: 157) writes:

> Exceptions to the norm of written contracts could exist. This is particularly so when parties are family or friends. As written contracts are perceived as evidence for transactions and requiring evidence for agreements with one's family or friends would appear to be distrusting, many harmony-loving Chinese will find it difficult to ask for a written contract with family, friends or close acquaintances. In cases of close relationship, it is honour that binds the parties, rather than the written contract. Nevertheless, each party would believe that a binding contract exists between them if terms of the agreement have been discussed, and words of confirmation have been spoken unequivocally. Where the subject matter is important enough or the amount involved is substantial, people are likely to ask for or try to obtain something in writing even between close relations.

Interviewees said that there is often more sleuthing required to determine the facts, made more complicated by Chinese Government restrictions which result in money being transferred out of China through agents, and assets sometimes also being put in the name of third parties (Interview with Lynda Kearns KC, Barrister, 2025). Finding evidence of money and assets that are hidden can be time consuming and costly, especially if there is undeclared cash involved. But Lynda Kearns KC says that the effort can be worth it if justice is achieved for a disadvantaged party. In one case she was involved with, the discovery process had been significantly delayed, by years. At the hearing, the Presiding Judgment reflected that the discovery process was instrumental in shaping the eventual outcome (Addendum from Lynda Kearns KC following the interview).

[I] FRAUDULENT DOCUMENTATION

Interviewees' perception is that there is a higher incidence of lying and fraudulent documentation in proceedings under the PRA involving Asian parties, and this often arises in the context of the loan versus gift cases. Ben Snedden (2025) identified the practice of manufacturing documents after the fact, which clients do not perceive as dishonest but rather as a shortcut. He explained that this behaviour, stemming from a cultural misunderstanding of New Zealand's legal system, can unravel a case even if a loan would have been found otherwise.

As the judge stated in *Zheng v Qiu* (2007: paragraph 7):

> all the witnesses … had an interest in the outcome of the proceedings. I gained the distinct impression that these witnesses were intent in

> presenting to the Court their version of what happened in a way that would best suit their individual purposes. This does not mean that I think that they were deliberately telling lies with the aim of misleading the Court. Rather, however, they *did not appear to appreciate the difference between giving truthful evidence and advocating their own respective causes* (emphasis added).

In a further example, *Zhao v Zhang* (2022) concerned parties in dispute over multiple properties and a business. At a hearing to determine an interlocutory application for further discovery, the court commented on the importance of credible and accurate disclosure. In support of her position, Ms Zhang provided a Chinese bank statement that was found to have been illegitimate. The court specifically noted the impact of misleading evidence, observing that Ms Zhang "did not help herself, or the Court" (*Zhao v Zhang* 2022: paragraph 30) by submitting a Chinese bank statement that was not legitimate.

[J] EVIDENCE ACT ISSUES AND EXPERT EVIDENCE ON CULTURE

Academic Professor Leo Liao (2022: 10) asks whether well-known and established cultural practices/assumptions or expectations can be taken into account by courts as custom. Section 128 of the Evidence Act 2006 concerns uncontroverted fact which may be easier for counsel of Asian parties to use as the Asian population in New Zealand grows and more is known about their culture. Section 129 of the Evidence Act refers to admission of reliable published documents. Otherwise, expert evidence will need to be deposed to support the submission that the Asian party acted in a certain way due to their culture and ethnicity. An Asian deponent may of course adduce evidence explaining that their own actions are affected by culture. Opposing counsel would then have to depose expert evidence to show that there is no such cultural custom/expectation.

For example, in the *AB* case (*AB v BG* 2025: paragraph 31), the court found that:

> [a]lthough the plaintiff suggested that "in China, 'cousin' would be a title customarily used for a friend of the opposite sex who has a very close relationship not being married", this was not the evidence of Dr Zhixiong (Leo) Liao, given as an independent expert called on behalf of the plaintiff on Chinese law, culture and business practice. Dr Liao's evidence was quite simply "cousin is cousin. Cousin is not partner".

Expert evidence on culture is often not deposed when it should be, if the lawyer does not realize it needs to be, or the party cannot afford to. At times, further comprehensive evidence may be required, but the cost associated with this may not be consistent with the principle of simple, efficient, cost-effective resolution of relationship property disputes (Interview with Genevieve Haszard, Barrister, 2025).

Vivienne Crawshaw KC discussed a relationship property case where disputes over parental contributions and undocumented loans arose and stressed the potential need for expert evidence to clarify these complex financial issues. She commented that such evidence can help the court assess contributions accurately, particularly in situations where documentation is lacking (Interview with Vivienne Crawshaw KC, 2025).

One interviewee suggested that judges may be reluctant to take cultural facts on judicial notice due to lack of familiarity with the culture of distant countries in Asia. Even experienced judicial officers may struggle to recognize indirect contributions (such as leaving one's home country and family for an arranged marriage) as a financial disadvantage that warrants adjustment (Interview with Genevieve Haszard, Barrister, 2025).

[K] LIMITED REPORTING OF FAMILY COURT JUDGMENTS

A further difficulty in this area is the lack of visibility of Family Court decisions. Most are anonymized and rarely reported, meaning that, while the issues discussed in this article are common and regularly encountered by interviewees, there is sparse publicly accessible information on them. As a result, practitioners and researchers have limited guidance on how cultural factors are weighed by the court in determining adjudicative facts and legal issues.

This is compounded by the fact that PRA cases do not get filed because of lack of funds to pay court and lawyer fees and because of settlement. The only statistics we have are that 2024 applications were filed under the PRA in 2024 (New Zealand Ministry of Justice nd). This includes applications under the Property (Relationships) Act 1976 which relates to agreements about the status, ownership and division of relationship property and assets at any time during a marriage, civil union or *de facto* relationship, or about the division of property and shared assets when the relationship ends or the other partner dies. Since 2016 PRA proceedings have regularly represented 3% of all applications filed in the Family Court.

For, example, in 2024, 26% of all substantive Family Court applications filed were in the category of guardianship cases (16,247 applications).

The result is a body of law that may not be well understood and is under-researched. Without more reported decisions it is difficult to assess consistency in judicial reasoning or to trace how courts engage with cultural arguments. In a superdiverse society, the risk is that misconceptions about cultural practices become entrenched, even as these disputes form part of the everyday work of the Family Court.

[L] GIFTS OR LOANS?

"I don't think I've ever had a mainland Chinese client that doesn't have that as one of the issues. The gift and loan issue is always there" (Interview with Pauleen Clark, Partner at Connell and Connell, 2025). Under the PRA there is a presumption that contributions without loan documentation are gifts. Morton LJ summarized the equitable presumption of advancement in *Warren v Gurney* (1944: page 473) as follows:

> It is well established that when a parent buys a property and has it conveyed into the name of his child, there arises a presumption that the parent intended to make a gift or advancement to the child of that property. Of course, that is a presumption which can be rebutted by evidence that that was not the father's intention.

In determining whether there is evidence to rebut the presumption, the PRA is understandably underpinned by an Anglo-Saxon understanding of marriage, de facto relationships and civil unions. This can lead to situations where parties are owed nothing under New Zealand law despite having a significant interest from a Confucian perspective, for example (Interview with Ben Snedden, Barrister, 2025).

The gift/loan issue for Asian parties arises from the deep involvement of parents and other members of the family in money or asset transfers to the husband or wife or partners, sometimes of very large amounts/ significant value. Ben Snedden notes that in his experience, many "loan versus gift" cases involve substantial sums, often over a million dollars, typically relating to funding a family home. However, the money may be used for multiple purposes, such as business ventures or rental properties, which complicates the legal classification.

From a PRA perspective, the law tends to focus narrowly on the family home, whereas, culturally, contributions are seen in a broader, collective sense. This demonstrates a tension between New Zealand's legal system, which prioritizes individual entitlements, and collectivist

cultural practices, where financial contributions are interwoven with family obligations and shared interests. Pākehā individuals might not understand the cultural practice of Asian families providing financial support. From an Asian party's perspective, family money is often understood to be a loan to the individual, not a gift to both parties, even without any relevant loan documents.

This issue is complicated by the restrictions placed by the Chinese Government on transferring money and assets out of China, for example (Interview with Lynda Kearns KC, Barrister, 2025). This results in money being transferred out of China in no more than $50,000 increments, the use of other people to make the payment, and complications arising from "hiding" money from the Chinese Government. Individuals will also sometimes procure other people to own offshore assets, including in New Zealand (Interview with Lady Deborah Chambers KC, 2025).

[M] CULTURAL EXPECTATIONS

The transfers happen due to different cultural concepts of family and what family members do for each other, parental relationships with (adult) children and the expectation that, in return for the transfer, children will look after their parents in their old age, in the children's home. Traditional Asian cultures often involve elderly parents living with their children—contrasting with Pākehā practices like rest homes—which can create further family expectations and legal complexities (Interview with Jo Hosking, Barrister, 2025). In some Asian families, the idea that they will utilize retirement homes or outsource the care of aging parents is unheard of (Interview with Jo Hosking, Barrister, 2025). Although the parties may be adults, they remain "children" within the family dynamic, and typically, the entire family becomes involved in the transfer and ownership process.

Because PRA proceedings involve disputes arising after the breakdown of a family relationship, it is often challenging, at this time, to explain to parties that gifts are not generally reclaimable under New Zealand law, even when the cultural expectation is that a contribution to a family home was ostensibly made on a condition that the home was intended to be for a husband's parents (Interview with Deepal Kumar, Senior Associate at GML Lawyers, 2025).

Conflict of interest issues requiring parents to be separately represented from their adult child may be difficult to explain and to be understood by Asian parties (Interview with Renee Rudd, employed Barrister, 2025).

The need to restore parents or family members who contributed financially on the basis of cultural expectations converges with the need for "big face" in Asian clients. This cultural imperative of restoring family honour can intensify the dispute beyond what may be economically rational, making settlement more difficult. For example, a dispute may not settle and instead may go to court even though court action is much more expensive than the amount in dispute.

In summary, many of the cases where the assessments were not kept confidential found that the transfers were loans,[8] but there are also cases where the court concluded the transfers were gifts. It is difficult to tell on the face of the judgments whether this is due to the unique facts of the case or the need for expert evidence on culture. For example, Chinese families do have obligations to care for their children even into adulthood (gift) but there are reciprocal obligations on the adult child to care for the parents in old age such that a 50:50% sharing of the house means that obligation cannot be carried and thus the expectation is that the money transferred would be repaid (loan).

Resulting trusts in Chinese family property disputes

For example, in *Zhou v Ling Yu* (2015) the Family Court concluded that funds advanced to a couple during a marriage by both parties' families, on numerous occasions and often used for property purchases and living expenses, were gifts rather than loans. The court examined cultural practices, noting the common expectation in Chinese families that parents provide financial support to children, sometimes with the understanding of reciprocal care in old age. Despite that obligation of reciprocal care, the court found the transfer was a gift.

In contrast, most other cases analysed below found such transfers were loans or the basis of a resulting trust.

Interviewee Kenneth Sun was involved in the recent 2025 High Court case of *Wang v Wang* (2025) where the plaintiffs (Wang and Xu) were the parents of the defendant, Xin Wang, and contributed the entirety of their retirement savings to purchase a property, which Xin, their adult son, held. The plaintiffs argued that pursuant to the Chinese concept of "filial piety" (the moral obligation of adult children to care for their elderly parents), the plaintiffs would not have gifted their retirement savings with no strings attached. The issue was whether a formal agreement existed regarding ownership, whether a resulting trust arose in favour of the

[8] In *Wei v Wang* (2020), the case centred on large money transfers from Ms Wang's parents, including a $989,000 gift, which the Court assessed but ultimately protected from full disclosure.

parents, and how financial obligations such as loan repayments and rental income should be managed.

The presumption of advancement assumes that transfers from parents to children may reflect a gift motivated by parental support, and Xin's defence argued that the property and associated financial benefits were gifts, reflecting his parents' love for him. The court considered New Zealand and comparative jurisprudence, including the Canadian case of *Pecore v Pecore* (2007) and the New Zealand High Court case of *Woolf v Kaye* (2018), to assess whether the presumption of advancement applies to adult children.

The High Court ultimately held that it did not have to conclude on whether the presumption of advancement applies to independent adult children. This is because any presumption was rebutted by the parents' clear intention to retain beneficial ownership (*Woolf v Kaye* 2018: paragraph 254). Evidence showed that the parents contributed significant funds and expected the property to remain theirs because they trusted that Xin would be a "filial son"; they had not intended to gift it outright. The court acknowledged that, while Xin had relied on his parents financially, this reliance did not establish a legal right to the property or its income. Accordingly, Xin was required to transfer the property, repay the loans he had personally secured against it, and account for rental income received after a specified date.

In the High Court case of *Zhang v Li* (2017), Simon France J considered whether the $335,500 transferred by Ms Li's parents toward the purchase of the couple's family home were funds held on trust for the parents. The couple married in 2007, purchased a $427,500 property in 2008, and separated in 2012.

The court considered evidence from both parties, the parents, and an expert in Chinese cultural practices. The court decided that the parents had never intended that the funds would be treated as a gift. Instead, the transfer reflected a culturally informed obligation to assist their daughter in establishing a home, consistent with traditional Chinese norms of familial support and intergenerational care (*Zhang v Li* 2017: paragraph 7). The funds were thus an interest-free loan.

The key reasons why the court came to this conclusion included the limited personal connection between the parents and the husband and the size of the transfer relative to the parents' retirement savings (the transfer being such a large percentage of the money). Prior smaller contributions for tuition and living expenses were distinguished from the

large advance, showing that routine support did not necessarily equate to gifting a substantial asset (*Zhang v Li* 2017: paragraph 9). This case also noted issues affecting the credibility of certain evidence, including a backdated promissory note purported to be drafted in 2008 (at the time of the house purchase) but in fact prepared by Ms Li in 2012 (*Zhang v Li* 2017: paragraph 13).

The family home was ordered to be sold, with repayment of the parents' advance from the proceeds.

In *Narayan v Narayan* (2009: paragraph 47), Wylie J stated that:

> The presumption of advancement can be rebutted by evidence showing that there was no intention to benefit the alleged donee by way of gift. A contemporaneous act or declaration by the alleged donor will suffice. Acts or declarations by the donor subsequent to the purchase or transfer, unless so connected with it as to be reasonably contemporaneous, are not admissible in favour of the donor to rebut the presumption.

He determined that a $100,000 transfer from a husband's parents to their son and daughter-in-law was a gift rather than a loan. Judge Wylie cited *Xiang v Liu* (2016) where the Family Court found no evidence sufficient to displace the presumption. It was found that the unusually high interest rate and secretive handling of the funds suggested the document was more about preserving "security" in case the marriage failed than a genuine loan. Despite a formal document recording the transfer as a loan to be paid back with high interest, the court found the funds were intended as a gift, reflecting traditional Indian family values where parents often support their children, especially sons with families of their own. Judge Adams (*Narayan v Narayan* 2009: paragraph 60) stated that:

> Within the context of an Indian family espousing very traditional views, the position of the only male children in the family, particularly when he has produced a male child himself, is bound to excite joy and generosity, where generosity is possible.

That Family Court decision was successfully appealed in 2009 (*Narayan v Narayan* 2010). While the Family Court had made some assumptions around parental generosity, the High Court focused on the parents' intent at the time of the transfer. An "irrevocable document" signed at the time of the transfer specified that $25,000 was a gift but $100,000 was a loan with conditions, including interest and shared title. The High Court held that the document reflected the parents' true intention and was legally valid. As a result, the sum was treated as a relationship debt, jointly owed by the parties.

Loans, intention, and cultural context in family property disputes

In *Wu v Tan* (2023), the High Court upheld the Family Court's finding that the advances were loans rather than gifts, rejecting claims to the contrary. The High Court emphasized that intention is central in distinguishing between a gift and a loan, particularly in situations where cultural norms might shape behaviour in ways that are unfamiliar in a purely Anglo-Saxon legal context. While the advances might have appeared generous, the understanding and intention among the family members was that they were to be repaid, reflecting customary practices in Chinese families where financial support is often provided but not necessarily intended as a gift.

In *Su v Shui* (2020), Mr Shui received advances totalling $520,000 from his mother, Ms Wei had intended to fund the purchase of a motel and other properties. These funds represented the life savings of Ms Wei and her husband and were in part borrowed from relatives. Disputes arose because there was little formal documentation. A "gift certificate" had been signed by Mr Shui on behalf of his mother but without her knowledge.

The court focused on the parties' intentions. Judge Broughton emphasized that, while the presumption of advancement typically treats parental transfers as gifts, this presumption could be rebutted by evidence to the contrary. Both Mr Shui and Ms Wei provided affidavits and oral evidence confirming that the transfers were intended to be treated as loans, not gifts. The court accepted that informal financial arrangements are common in Chinese families, where loans between relatives are rarely documented. Written instruments produced after the fact were not necessarily reflective of the parties' true intentions, often serving only to facilitate financing.

The court acknowledged that understanding Chinese familial practices could assist in interpreting intentions, and Judge Broughton concluded that the transfers from Mr Shui's parents were loans and not gifts on the direct evidence of the parties (*Xiuyung Su v Guo Shui* 2023: paragraph 102(a)).

In *Speller v Chong* (2003), the issue was whether significant sums of money advanced by the husband's family for the purchase of a house were a gift or loans after the separation of the husband (Mr Chong) and his New Zealand wife (Ms Speller). Mr Chong argued that, in Chinese culture, such financial advances are typically understood as loans rather than gifts.

The Family Court accepted that the transaction could not be assessed solely through the lens of New Zealand legal assumptions and held that inter-family loans needed to be viewed in the cultural context in which they occurred (*Speller v Chong* 2003: paragraphs 6-8). The court analysed evidence including testimony from family members, the way the funds were advanced, and the expectations communicated within the husband's family. It concluded that the advances were made with an expectation of repayment, and there was an obligation on the husband to repay the sums advanced, consistent with Chinese familial norms (*Speller v Chong* 2003: paragraphs 9-10).

Antonia Fisher KC emphasizes the importance of expert evidence in the Family Court, particularly where Chinese parents have advanced funds to their children. Often they are loans but are considered as gifts where there is no written documentation. In her experience, the Family Court tends to place significant weight on the written record, and expert cultural evidence is often essential to rebut this.

Filial piety, patriarchy, and cultural context in Chinese family transfers

Professor Leo Liao (2022) has written on the most challenging transactions between Chinese parties—disputes between Chinese family members brought in western courts about whether the transfer (usually from Chinese parents to their adult children) was a gift, a loan or an equity investment. As Professor Liao (2022: 1-2) states:

> Where disputes arise from such transfers, commonly there is little contemporaneous documentary evidence available and testimonies [regarding the intention of the transfers] are significantly divergent … Where some documents are available, they may not meet "the requirements of the Evidence Act 2006 or the relevant High Court Rules" for admissibility of evidence. … Chinese culture's influence on Chinese familial transactions has been seriously considered by common law courts in Hong Kong and Singapore, where Chinese is the majority of its population, and in New Zealand, where Chinese is a minority. A New Zealand judge comments, "it could be inappropriate to evaluate such transactions … without appreciation of the cultural context in which they occur". For Western judges and lawyers, a proper understanding and assessing evidence on the Chinese cultural context may be a key to decoding the puzzle.

Professor Liao (2022: 6, footnotes excluded) explains why Chinese parents transfer to their adult children and the impact of patriarchy in Chinese society:

> The hierarchy is also a system of reciprocity, in that the superior has the duty to provide members in inferior positions with benefits and protection in exchange for their obedience, respect, and support. Within a family, parents are expected to be a model, and a protector, of the children, and children must respect and support their parents. Honouring one's parents is required in many cultures, but the Confucian tradition is more stringent in this regard. The tradition of *xiaodao* (filial piety) is regarded as an important merit of a person in Chinese communities. Chinese adult children, worldwide, think adhering to the principles of filial piety and looking after their elderly/sick parents is not only *tianjingdiyi* (a natural responsibility), but would set up a good example for their own children, enhance their reputation in the community, and build up credits for reciprocity of intergenerational bonds. The high-power distance in Chinese culture is also reflected by greater gender inequality, with male dominance, in contrast to Western culture. This tradition could be illustrated by the *zongci* (temples of extended families) and *zupu* (genealogy books showing the family trees), both hinged on lineage positions of only male members of the (extended) family. Traditional parents may give their sons significantly favorable treatments over their daughters in wealth distributions.

Intergenerational transfers and the need for reform

The NZLC Issues Paper, *Dividing Relationship Property—Time For Change? Te mātatoha rawa tokorau—Kua eke te wā?* (2017a: paragraphs 11.77-11.79, and 11.82) stated:

> We have learned through our research and preliminary consultation that transfers of property between family members may be increasingly common. This is partly attributable to the fact that New Zealand may be becoming more culturally diverse and intergenerational wealth transfers may be more prominent among different cultures. It may also reflect the increasing financial assistance partners require in order to buy their first home.
>
> While intergenerational transfers of wealth themselves do not appear to create significant legal problems, disputes can arise when it is unclear whether the transfer was intended as a gift or a loan. The distinction is important when determining property interests at the end of a relationship. If, for example, the parents of one partner gift property to that partner to help him or her purchase a first home, the gift would constitute relationship property if that home is used as the family home. If, on the other hand, the transfer is a loan to help purchase a home, the loan is likely to be a relationship debt which is then deducted from the partners' relationship property.
>
> Some legal rules attempt to simplify the process of determining whether a transfer is a gift or loan. The law presumes that when parents transfer property to their children they intend to do so as a gift. This rule is sometimes called the "presumption of advancement".

> Consequently, if a partner argues that the advance was a loan, he or she must prove that the advance was indeed intended as a loan. …
>
> As we think it probable that family gifting and lending will increase in New Zealand, it is appropriate to consider whether any reform to the PRA is needed to respond to these types of transactions. In particular, we are interested in views on whether the PRA should provide that the presumption of advancement does not apply. Removing the presumption could better reflect current (and potentially future) practices in New Zealand, particularly among some sections of society. On the other hand, it could make situations where the nature of an advance is unclear more contestable. That would potentially stimulate disputes between partners and wider family members. It could also be contrary to the principle that questions arising under the PRA should be resolved as inexpensively, simply, and speedily as is consistent with justice.

In the final report on the *Review of the Property (Relationships) Act 1976—Te Arotake i te Property (Relationships) Act 1976* (2019), the NZLC recommended, *inter alia* (paragraph 3.69):

> Changing how the family home is classified. Currently the family home is always treated as relationship property and usually divided equally, regardless of when or how it was acquired. Under our recommendations, if the family home was owned by one partner before the relationship began or was received as a third-party gift or inheritance, only the increase in the value of the home during the relationship should be shared.

This recommendation has not been implemented as the government response says it is a significant departure from current law,[9] and the current Government has said it is not part of the government's work programme (Edmunds 2025). But the need for review and reform is likely to increase with the growing superdiversity of New Zealanders to whom the PRA applies.

Applying presumptions developed in western culture to Chinese family transfers may be problematic since what may appear to be gifts come with unspoken cultural obligations such that they are more akin to a loan. That said, (usually) women who are the subject of arranged marriages

[9] Government Response to the Law Commission report *Review of the Property (Relationships) Act 1976 Te Arotake i te Property (Relationships) Act 1976* (2019), presented to the House of Representatives: the Government said it intended to consider the report's remaining recommendations after the completion of the Law Commission's review of succession law. After the Report into the NZLC's review of succession law was presented to Parliament on 15 December 2021, the New Zealand Government stated: "Reform of these areas of law will be a significant undertaking. The Commission has provided us with two comprehensive and detailed reviews. Nonetheless, the Government will need to take the time to work through the policy detail of implementing many of the Law Commission's comprehensive recommendations on both relationship property and succession law" (New Zealand Government 2021: 6).

or mail-order bride types of relationships (discussed further below) benefit from such presumptions (Interview with Deepal Kumar, Senior Associate, GML Lawyers, 2025). The courts are increasingly recognizing non-enterprise contributions under section 13 of the PRA, resulting in fairness in the treatment of parental contributions even if not structured as loans (Interview with Vivienne Crawshaw KC, Barrister 2025).

[N] PATRIARCHAL CULTURES AND GENDER EQUALITY PRINCIPLES UNDER THE PRA

What is perceived as fair to Asian parties may be affected by the patriarchal nature of the culture in their country of birth. Although "equal sharing" is part of the law in mainland China, for example, that legal approach may be applied differently in the cultural context of a patriarchal society (Chen-Wishart 2013). Barrister Jo Hosking said in interview (2025) that there is the need to acknowledge and address unconscious biases, particularly concerning gender and cultural norms when dealing with clients from South Asian, Indian and Sri Lankan cultures.

Dishonesty, obstruction and tragedy in *ZY v ML*

For example, in *ZY v ML* (2013), Mr Li and Ms Yang ("ML" and "ZY" respectively in the anonymized Family Court case), who had been married in China and later moved to New Zealand in the early 2000s, became embroiled in a protracted and highly contentious relationship property dispute following their separation in 2005. After their separation, Mr Li sold the family home but retained nearly all of the proceeds from the sale, despite Ms Yang's legal entitlement under the PRA to a share of those assets. In a move that both the Family Court and High Court found deliberate and dishonest, Mr Li used the sale proceeds to purchase another property in his first wife's name, all the while claiming that no sale proceeds existed because he had repaid family loans. This evidence was rejected by the Family Court and later confirmed by the High Court, both of which found that the transaction had been orchestrated to defeat Ms Yang's claim.

Ms Yang initiated proceedings under the PRA in 2007 seeking relief, but the Family Court noted the disadvantages she faced due to neither party having legal counsel nor presenting formal legal submissions at that time (*ZY v ML* 2013: paragraph 33). Throughout the litigation, Mr Li was found to be an extremely difficult party, frequently failing to comply with court directions and engaging in obstructive conduct, making proceedings

prolonged and complex despite the straightforward nature of the dispute (their main asset being the family home).

The High Court later upheld the Family Court's findings in Ms Yang's favour, emphasizing that the resolution of the property division should have been simple had there been honest disclosure and cooperation (*Lu v Huang* 2016: paragraph 226).[10] Instead, the dishonesty displayed by Mr Li caused significant delay and unnecessarily consumed judicial resources. The High Court strongly condemned this conduct, warning that such dishonesty undermines the fundamental principles and effectiveness of the PRA (*Lu v Huang* 2016: paragraph 226).

The ongoing dispute and Mr Li's anger with Ms Yang obtaining her lawful half share of the relationship property led to an "obsessive fixation" culminating in Mr Li murdering Ms Yang in July 2019 (*Li v R* 2023: paragraph 7). At sentencing, the judge observed that Mr Li's fixation on the perceived wrongs he suffered in relation to the property dispute was a key motivation behind this extreme and tragic act (*Li v R* 2023: paragraph 7).

Arranged marriages

Some clients come from societies where arranged marriages and patriarchal structures shape the understanding of marital relationships, sometimes viewing marriage through a more transactional or commercial lens than as a love match. Arranged marriages may also set the stage for greater vulnerability and unequal bargaining power if the bride or groom leaves their family and travels to New Zealand for the marriage, especially if the other partner already resides in New Zealand and has purchased what becomes the family home. The bride may be by "mail order" or in answer to an advertisement, which may also introduce an exploitation element. This includes not being able to afford legal representation, when the other party can.

One anonymous interviewee discussed a matter involving a woman who entered a traditional arranged marriage in India. The husband lived in New Zealand and the couple completed a traditional *roka* ceremony (a pre-wedding Indian ritual that serves as a formal engagement signifying the official commitment between the couple and the joining of their families), followed by a legal marriage. Before or shortly after the marriage, the couple purchased a home in New Zealand, registered in the husband's

[10] By sections 11B to 11D Family Courts Act 1980 and section 35A of the Property (Relationships) Act 1976, all details that might lead to the identification of the parties to these proceedings were also suppressed. This High Court judgment has been anonymized. The names used for the parties and all witnesses are fictitious.

name. The bride's family contributed some funds, documented via a promissory note in Punjabi. After relocating to New Zealand, the woman experienced extreme family violence. Efforts to resolve matters within cultural frameworks proved unsuccessful, ultimately forcing her to leave the home with only a suitcase and some jewellery. She sought support from sexual harm services and obtained a temporary protection order.

Despite the husband making no financial contribution and the marriage having ended, the court initially provided her with nothing. The interviewee, representing the wife on a *pro bono* basis, highlighted the judiciary's limited understanding of cultural and indirect contributions, specifically, the significance of leaving her family and work in India to join her husband in New Zealand, where she had no support. The interviewee was of the view that procedural delays, the need for translation, and the insistence on extensive evidence, including cultural expert testimony, further complicated matters.

This interviewee stressed that the Family Court needs to better account for indirect contributions, cultural context, and the lived realities of women in abusive relationships. Recognizing these factors is essential to achieving equitable outcomes in family law, particularly for vulnerable migrant parties. The interviewee also proposed the creation of a specialized Asian Family Court list overseen by judges trained in understanding cultural dynamics. The interviewee believed this would ensure a better fit-for-purpose conflict resolution system within the Family Court, allowing individuals to self-select into this specialized list based on their cultural background.

Jade Cookson, Principal, Turner Hopkins (2025), said that Asian families are motivated to protect family assets for their children. Thus, disputes are settled by the mother frequently placing assets in trust for children's benefit and foregoing her own rights and interests, which the husband will agree to as opposed to her getting half of the assets in trust.

In an interview with Lady Deborah Chambers KC (2025), she said it is not uncommon for a man from China to have a long-term mistress while maintaining a primary marriage and family, with the mistress sometimes brought to New Zealand, provided with housing, and occasionally having children with him. As China does not recognize *de facto* relationships, the man may assume the mistress has no legal claim to his property. However, under New Zealand law, a qualifying *de facto* relationship can entitle a partner to an equal share of relationship property, leading to shock and resistance from the other party when these claims are made. This disconnect between cultural norms and local legal principles underscores

the need for early legal advice and culturally informed explanations of relationship property laws for migrant communities.

It is also relevant to refer to *Guan v Chen* (2005: paragraph 51), where Venning J set aside a relationship property agreement because at the time the wife entered the agreement she did not do so with a free mind and that to enforce the agreement would cause a serious injustice due to "the serious disproportionate imbalance between the amount received by the plaintiff under the agreement with what the plaintiff would otherwise have achieved under the Act". The husband was present at the lawyer's office while the wife was executing the agreement:

> and even went to the extent of interrupting the meeting between the defendant and his solicitor to require an amendment to the clause in issue … even after the separation the plaintiff remained in contact with the defendant. He continued to exert authority over the defendant and as a result to place her under pressure. … The defendant remained in a fragile emotional state as was confirmed by Dr Fung. Dr Fung saw the defendant again in July 2004 for anorexia and sleep disturbances related to stress. The plaintiff's continued interference with the defendant's life must have affected the defendant (*Guan v Chen* 2005: paragraph 48).

Venning J found that: "While not physically abusive to the defendant, the plaintiff dominated the defendant mentally in their home" (*Guan v Chen* 2005: paragraph 18).

[O] A MORE DIVERSE RANGE OF ASSETS DISPUTED

In disputes involving Asian families, the range of assets disputed for division under the PRA can be diverse, including "red packet" wedding gift funds (*Wen v Li* 2023), valuable jewellery and gold in the form of bullion/gold bars. Despite the variety and geographic spread of these assets, the legal test remains whether each asset qualifies as separate property or relationship property on the available evidence.

In *Braswell v Anderson* (2013), an Indian couple were disputing the ownership of gold and jewellery stored in a Kerala bank locker. In South Indian culture, gold is more than a financial asset, and embodies family wealth, marital security, social status as well as cultural heritage. The matter was ultimately resolved through mediation, culminating in a consent order in March 2013 for the release of the gold and jewellery.

In *Mullur v Nibhanupudi* (2015), Ms Nibhanupudi (wife) sought to have certain items treated as relationship property for division following the

separation but she pleaded that jewellery was separate property. In testing this position, the court examined the origin and nature of the jewellery, focusing on whether it had been acquired during the marriage using joint funds or had been gifted or purchased from Ms Nibhanupudi's separate resources.

The core dispute involved $30,000 worth of gold jewellery that Mr Mullur claimed his wife acquired while working in Saudi Arabia and was therefore relationship property. Although her salary was fully disposable, she deposed that she sent all her earnings directly to Mr Mullur's bank account in India. Mr Mullur contended he only received $5,000, suggesting that the remaining funds were used by Ms Nibhanupudi to buy gold jewellery as an investment. Investing in gold jewellery is described as an "Indian practice" because, culturally and historically, gold has served as a reliable form of wealth preservation in India. Ultimately, the Family Court favoured Ms Nibhanupudi's testimony and held that all jewellery in Ms Nibhanupudi's possession constituted her separate property.

In *Naidu v Naidu* (2009), a case involving interviewee Lynda Kearns KC, the Family Court was determining the value and ownership of various assets, including jewellery, amid a four-year separation between Indian parties. The proceedings revealed conflicting valuations, late evidence, and questions over the provenance of certain pieces. The wife provided multiple jewellery valuations, some based only on verbal descriptions and others prepared without photographs or professional certification. The total quantum disputed was modest ($3,391.00 for six key pieces) but Judge De Jong noted that :"The jewellery issue is bitterly contested. Not only is jewellery important to the parties but it is an important feature of their Indian culture" (*Naidu v Naidu* 2005: paragraph 60).

The "assets" being contested may include money deposited to meet the requirements for an investor category visa to help obtain residency and citizenship for one or both spouses or may also be complicated by the need to comply with the Overseas Investment Act 2005 (Interview with Ben Snedden, 2025).

The practice of dowry, while illegal in India, is another issue that is still arising and is arguably captured under the provisions of the PRA (Interview with Deepal Kumar, Senior Associate GML Lawyers, 2025).

[P] CONTRACTING-OUT AND COMPROMISE AGREEMENTS

Under section 21 of the PRA, a contracting-out agreement allows parties to enter into an agreement to "contract out" of provisions of the PRA. Essentially, these agreements function like pre-nuptial agreements, enabling spouses or partners to define in advance how their assets and liabilities will be divided if the relationship ends. To be valid, the agreement must be in writing, signed by both parties, supported by full disclosure of assets, and each party must receive independent legal advice. The Family Court retains the power to set aside agreements for fraud, duress, undue influence, or unfairness, ensuring that such arrangements remain informed and equitable. The threshold is serious injustice under section 21J (*Nguy v Lee & Chang* 2009: paragraph 40).

A common theme amongst interviewees was that Asian parties did not often enter into these agreements. Barrister Mark Sandelin noted that he had only encountered one case in his career which involved Asian parties entering into a contracting-out agreement (Interview with Mark Sandelin, 2025).

Deepal Kumar notes that, in her experience, contracting-out agreements are generally frowned on in Indian culture, particularly among older generations. Suggesting such an agreement is entered into can be perceived as a lack of trust or an expectation of marital failure, which can in fact stop a marriage from going ahead if raised (Interview with Deepal Kumar, 2025).

Kumar highlights the challenges faced when property that was initially separate becomes subject to division upon relationship breakdown. Women, despite initially rejecting formal agreements, often seek equal division after separation, particularly when children are involved. Cultural expectations of gender roles further complicate these disputes, with men sometimes perceiving women's claims as inappropriate or contrary to their traditional responsibilities.

Overall, Kumar considered that, while contracting-out agreements could be used to clarify and better protect property rights held by either party ahead of marriage, cultural norms, stigma, and gender expectations often prevent their use, leaving women, in particular, in potentially vulnerable positions upon separation.

Contracting-out agreements and Korean parties

Contracting-out agreements are also largely foreign to Korean legal practice. Family law expert Christina Lee, reflecting on 21 years of experience, noted that such agreements are extremely uncommon in Korea (Interview with Christina Lee, 2025). Lee further commented that Koreans typically do not enter into these agreements with other Koreans. The limited exceptions occur when a Korean citizen is married to a non-Korean spouse or partner, reflecting the differing expectations around property rights and legal protections across cultures. In these cross-cultural contexts, contracting-out agreements can provide clarity and security that aligns with the foreign spouse's legal and cultural expectations.

Jade Cookson, Principal at Turner Hopkins, said in interview (2025) that Chinese parties who considered entering into a contracting-out agreement may not sign as it is culturally perceived to show a lack of trust prior to a marriage or *de facto* relationship and demonstrate a "lack of honour".

The interviewees' experiences are corroborated by the relatively few cases on contracting out concerning Asian parties. *Harrison v Harrison* (1996) involved a husband (a New Zealander) and wife (a citizen of the Philippines) who, at the time of their marriage, were 53 and 26 years of age respectively. Mr Harrison had a previous failed marriage and, having experienced the provisions of the PRA, was unwilling to enter a further marriage without a signed contracting-out agreement (*Harrison v Harrison* 1996: paragraph 2). The wife was provided with independent legal advice and the husband's property prior to the marriage was ringfenced as his separate property. The parties became involved in a joint venture in the Philippines, with a property being purchased in the wife's name with the intention of establishing a home where the parties could live for part of the year, and the property was at issue in the Family Court. The wife testified that, at the time she signed the agreement, she did not understand it nor had she read it, and while this position was not accepted by the hearing judge (in the District Court) the High Court judge set the agreement aside and referred the matter back to the District Court to determine the disparity between what Mrs Harrison would receive under the agreement and under the PRA (*Harrison v Harrison* 1996: 8).

Contracting-out agreements and Filipino parties

Interviewee Pauleen Clark (2025) confirmed that, in advising her Filipino clients, contracting-out agreements are usually sought by Pākehā partners, who are often older and with prior wealth or children, who want to protect their separate property.

Ms Clark highlights a recurring dynamic: the foreign-born partner, often much younger and with limited assets, may be vulnerable if the relationship ends. While there is often genuine emotional connection, the agreements typically enforce a strict "what's yours is yours, what's mine is mine" approach. She sometimes incorporates review clauses to provide the foreign-born spouse with potential security in the future, though life interests or guaranteed provision can be difficult to secure.

Harrison v Harrison (2005) was cited in the 2009 High Court case of *Nguy v Lee & Chan* (2009). The appellant sought to set aside a contracting-out agreement entered into with his former wife, Ms Lee, shortly before their marriage, by which the family home, which he had previously transferred to her, should be her separate property (*Nguy v Lee & Chang* 2009: paragraph 1). Ms Lee was the first respondent in the matter, but because Mr Nguy sought to set aside a post-separation disposition of the home by Ms Lee to her mother (Mrs Chan), Mrs Chan became involved as the second respondent (*Nguy v Lee & Chang* 2009: paragraph 2). On appeal, Mr Nguy argued that the contracting-out agreement he entered into was void for many reasons, including that the agreement had the effect of causing serious injustice under section 21J of the PRA. He further argued that the subsequent disposition to Mrs Chan should also be set aside (*Nguy v Lee & Chan* 2009: paragraph 2(b)-(c)). It was not disputed that Mr Nguy transferred sole ownership of the family home in consideration of Ms Lee's agreement to marry him, or that this property subsequently became Ms Lee's separate property under the terms of the contracting out agreement entered into (*Nguy v Lee & Chan* 2009: paragraph 58).

The appeal was dismissed. Mr Nguy may have been infatuated with Ms Lee and, whilst in hindsight the transfer may have been foolish, it was a decision made of his own free will and because he wanted to marry Ms Lee and therefore felt was fair and reasonable even when faced with an ultimatum to sign by Ms Lee (*Nguy v Lee & Chan* 2009: paragraphs 53 and 65). The court cited *Harrison*, noting in that case that it was also confirmed that the pressure to which Mr Nguy was subjected to in signing the agreement was broadly of the kind which the legislature regarded as acceptable (*Nguy v Lee & Chan* 2009: paragraph 66). Because the High Court confirmed that the family home was Ms Lee's separate property

prior to separation (as per the terms of the contracting-out agreement), the transfer of the property to her mother was also made in good faith and legitimate.

Trusts, children, and compromise agreements

Interviewee Jade Cookson observes (2025) that, in her experience in dealing with contracting-out agreements involving Asian parties, women may often receive stronger protection of property when children are involved. She has found there is a common practice of placing assets in trusts for children, reflecting an expectation that women will prioritize their children's financial security over personal gain. Even in cases where men appear willing to transfer significant assets to their wives, the underlying motivation often relates to safeguarding the children's inheritance rather than purely marital equality (Interview with Deborah Chambers, 2025; and Interview with Jade Cookson, 2025).

Asian parties may more readily enter into compromise agreements. In a case that Lynda Kearns KC was involved in, the judgment concluded that the purported contracting-out agreement was a compromise agreement, entered into, usually after a relationship ends, with the purpose being to record and formalize the division of property at the conclusion of a relationship. Compromise agreements have a lower threshold for being voided for serious injustice, and there is also less tolerance for pressure with a compromise agreement (Addendum from Lynda Kearns KC following interview). The judgment set aside the compromise agreement.

[Q] KOREAN PARTIES

Interviewee Barrister Christina Lee (born in Korea) stressed the significant cultural difference between Korea and New Zealand regarding property in relationships, particularly concerning the notion of gift versus loan. In Korean culture, parents often provide money for a child to buy a house, but this is not considered a gift in the way New Zealand law might interpret it.[11] Instead, it is seen as family money, and even if the child buys the house in their own name and it becomes the family home, it is understood to remain tied to the parents. The child does not view it as their personal property, and the parents expect it to remain within the family.

[11] The funds are now provided to sons and daughters. Previously, in Korean culture it was an expectation that the man would provide a house, but now there are second generation Korean sons in New Zealand that do not have the means to do so, so the parents provide daughters with funds to purchase the property in New Zealand as "our house".

This conflicts with the PRA assumption that property purchased during a relationship is potentially relationship property, subject to a 50:50 division, whereas in the Korean context, the house is viewed as separate family property.

In Korean, the term "*our home*" often refers to the family home owned by the parents, not the marital property of the couple. This is a major source of misunderstanding in New Zealand legal proceedings. When a Korean spouse says *"our home*", it can be misinterpreted as meaning the house is jointly owned within the marriage. In reality, the term reflects collective family ownership, with the property still fundamentally belonging to the parents.

Additionally, there are different cultural expectations for marriage and *de facto* relationships. In Korea, there is a formal expectation that the husband will provide accommodation, often with financial support from his parents. *De facto* relationships in Korean culture, by contrast, are more casual and do not carry the same obligations. This contrasts sharply with New Zealand law, where *de facto* relationships are treated similarly to marriages in property division, further illustrating the potential clash between cultural norms and legal presumptions.

Ultimately, these differences, especially around the meaning of "*our house*", make property disputes involving Korean parties in New Zealand challenging, with Ms Lee commenting "*the evidence doesn't stack up*", as the presumption of gift or shared ownership does not align with Korean cultural expectations or intentions (Interview with Christina Lee, Barrister).

[R] ANONYMOUS INTERVIEWEE COMMENTS

Anonymous comments were made about perceptions of the litigiousness of mainland Chinese and Indian parties, in particular. There may be a lot of suspicion of lawyers due to the role lawyers play and their status back in their home countries, which makes it more difficult for lawyers to ensure they are good officers of the court. Lawyers may give their Asian clients a false sense of good chances of success due to the client's high expectations and demands and the lawyer not wanting to lose the client or be the subject of a complaint to the New Zealand Law Society (NZLS). This then results in that party being less willing to settle as they think they have a stronger case.

Interviews also elicited anonymous comments about:

- ◊ lawyers and judges who did not have "mental red flag" to enable them to see the relevance of culture to a PRA dispute;
- ◊ lawyers proficient in Mandarin who represent Asian parties on PRA matters when they do not have expertise or experience in family law;
- ◊ lawyers representing Asian parties who are experienced in PRA matters but are not able to speak Mandarin and do not see nor understand the cultural issues;
- ◊ a perception is that there is a higher incidence of fraud and forgery involving Asian parties under the PRA including the creation of documents or backdating, while some explain that their clients are not wanting to mislead, but instead to ensure there is evidence of what the true situation is.

[S] CONCLUSION AND RECOMMENDATIONS FOR THE FUTURE

The growing numbers of Asian Parties in dispute under the PRA are raising some unique issues and challenges, which may be relevant to adjudicative issues. Assessing the relevance of those issues may be assisted by implementing the follow recommendations.

1 Improving the quality of interpreters and translators in the Family Court by requiring credentialing or qualifications for interpreters. At present the fees are set by the Witnesses and Interpreters Fees, Allowances, and Expenses Regulations 2023 which provide that the prescribed hourly fee payable to an interpreter in any class may not be less than $35 or more than $200. While there is no requirement for interpreters to hold specific qualifications, courts must ensure that interpreters are competent for the task at hand. For example, in criminal trials, interpreters are expected to meet an adequate standard of competency so that the defence is not impaired and there is no miscarriage of justice. Judges are responsible for monitoring the adequacy of interpretation throughout proceedings as the Supreme Court found in *Abdula v R* (2011). This is harder to achieve when the judge does not speak the foreign language being interpreted or translated, which is often the case. There is also a need to ensure better matching of the interpreter with the dialect and accent of the particular deponent to ensure accurate interpretation. Interpreters in PRA proceedings should be given rudimentary training on basic relationship property concepts such as economic disparity, *de facto* relationships, and on the concepts of trusts and gifts versus loans.

2 Judges should consider using their powers to appoint experts to assist them with cultural issues. While the Family Court generally follows District Court rules on expert evidence, significant differences exist between the PRA and Care of Children Act 2004 (COCA) regimes, with the latter providing for expert reports on culture. Section 16 of the Family Courts Act 1980 incorporates the District Court Act 2016, meaning that District Court Rules, including rule 9.27 on court-appointed experts, apply to Family Court proceedings unless specifically overridden. Expert witnesses are also bound by the Code of Conduct in schedule 4 of the High Court Rules 2016. In COCA proceedings, section 133 of COCA provides detailed guidance on the use of experts and cultural reports which address a child's cultural and religious background and are routinely employed to inform judicial decision-making. By contrast, the PRA contains no explicit equivalent provision, and the court cannot order specialist reports "as of right" for property disputes, relying instead on general District Court powers. Section 38 of the PRA does explicitly empower the court to appoint the registrar or another suitable person to inquire into matters of fact and report back to the court, with parties able to tender evidence on any such report. This provision could be interpreted to allow the appointment of experts, including those with cultural expertise, to assist in property dispute cases. Given this statutory authority, it is recommended that judges in PRA-related Family Court proceedings actively consider using their powers under section 38 to appoint experts where cultural factors may be relevant, ensuring that these considerations are appropriately addressed in decisions regarding property division.[12]

3 Current consideration of law reform of the PRA based on the NZLC recommendations needs to take account of how the demography of New Zealanders has changed and consider whether the cultural assumptions underlying the policies implemented in law remain apposite to ensure the law continues to be capable of doing justice to all New Zealanders.

4 Updating the Otago University research on the understanding of the PRA, particularly through its "Relationship Property Division" project which included a 2018 survey and 2020 survey, as highlighted in

[12] In the Reserved Interlocutory Decision of His Honour Judge P Callinicos [As to Cultural Report] in *Ratana v Ratana FC Whanganui* (2009) it was noted at paragraph 32: "In summary, therefore, the only basis upon which a party might seek that the Court commission a cultural report on matters under the Property (Relationships) Act, could derive from s 38." And at paragraph 33: "Section 38 creates an unfettered discretion to a Court to obtain reports to assist the Court in determining factual matters. It is not a subsidy or supplement to the parties' own obligations to reasonably prepare his or her own case. Plainly, that is what is sought from this Court."

reports by the Michael and Suzanne Borrin Foundation (Binnin & Ors 2018; Gollop & Ors 2021). It has been five years since the latest survey was completed and the 2023 census shows increasing superdiversity and more Asians in New Zealand.

5 Ensuring that information is provided on the Family Court website that is suitable for all New Zealanders including those who are superdiverse and CALD (culturally and linguistically diverse). Key Asian organizations could be consulted on whether any changes need to be made to the Family Court website to determine whether it is fit for purpose. This could include more information on alternative dispute resolution and mediation to ensure that only cases requiring judicial determination end up in the Family Court.

6 Consideration needs to be given to how Family Court cases can be reported without compromising the privacy of families but still giving helpful guidance about the development of PRA law, the relevance of culture to the determination of adjudicative facts and issues and emerging trends.

7 The complexities analysed above highlight the critical importance of cultural competency among legal professionals, who must understand these cultural nuances to provide accurate, effective, respectful advice that bridges cultural expectations and New Zealand's legal framework. CQ (cultural capability) training is needed to ensure appropriate advice is provided by lawyers to their Asian clients, including on dispute resolution outside the courts, to ensure access to justice and justice being done at the least cost for clients. In the interview with Dala Oh, Director, Nolen Walters, she was encouraged by what she felt was a growing commitment across the legal profession, judiciary, and community to improve cultural awareness. While acknowledging that much work remains to be done, she emphasized that this progress marks a significant step forward, in advancing equity in relationship property cases.

8 Ongoing cultural capability education provided by Te Kura Kaiwhakawā, the Institute of Judicial Studies, which has responsibility for the education programme for all judges, to ensure that Family Court judges are alive to the unique ways in which culture may be relevant to issues under the PRA.

9 Ethnicity data needs to be collected by sufficiently reliable means to allow research and analysis to determine if there are issues with Asian parties accessing justice in the courts and, if so, how to effect a cure.

10 Legal writing on topical issues concerning Asian parties and the PRA should be encouraged so insights and reflections on this topic continues to grow.

11 Ethnicity data needs to be collected by sufficiently reliable means to allow research and analysis to determine if there are issues with Asian parties accessing justice in the courts and, if so, how to effect a cure.

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