IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[1993] SGHC 190

DP2834/1989

Between

Gaye Williams Nee Marks

… *Petitioner*

And

Cary Donald Williams

… *Respondent*

GROUNDS OF DECISION

Version No 1: 11 Sep 2026 (01:05 hrs)

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Gaye Williams Nee Marks v Cary Donald Williams

[1993] SGHC 190

DP2834/1989
Judith Prakash JC
12 August 1993

1 **Judgment:**

2 Coram: Judith Prakash JC

3 **Cur Adv Vult**

4 JUDGMENT

5 On 14 January 1993 I granted the petitioner (whom I will call "the wife") a divorce from the respondent (whom I will call "the husband") and subsequently awarded custody of the two children of the marriage to the wife. This is the ensuing application for settlement of the financial issues arising from the two previous orders.

6 The wife has asked for a share in the husband's assets as well as lump sum maintenance for herself and the children of the marriage. The husband is resisting the application on the basis that there are very few assets to be divided and that whilst he is willing to provide reasonable monthly maintenance for both

the wife and the children, he would be financially crippled if lump sum orders were made against him.

7 The background

8 The parties were married in Australia in January 1976. The wife who is an Australian national was then aged 17 and had just graduated with a high school diploma from the Singapore American School. The husband, a United States citizen, then aged 32 and a divorcee with one child to support, held a master mariner's certificate and was employed as a marine superintendent.

9 After their marriage, the parties set up home in Singapore. Their two sons were born here, in 1981 and 1983 respectively. The boys are currently in school at the Tanglin Junior School. Sometime in 1978 the husband founded two companies: Continental Offshore Pte Ltd ("COPL") a company incorporated in Singapore which is a wholly owned subsidiary of Continental Offshore Ltd ("COL") a company incorporated in Hong Kong. He is currently employed as the managing director of COPL.

10 For the first few years of the marriage, the wife was a full time homemaker and mother. In January 1989, having successfully completed a course at SHATEC, she received a Diploma of Hotel Management and Food Beverage Management. Subsequently she set up a limited company which provided speciality catering services. The wife states that this company ceased business in 1992 as she had no longer had premises to operate from. Between April and December 1991, the wife was also employed by a company known as Aman Resorts Ltd. The wife alleges that she is currently unemployed and undertaking a full time course of study at the Singapore American College.

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11 During the marriage, the family had a comfortable expatriate life style: they lived in detached houses with ample gardens; they often entertained and ate out; there were frequent overseas trips and the boys attended expensive private schools.

12 According to the wife, although the husband's monthly salary never exceeded $3,300 up to the time they separated in 1989, the standard of living they enjoyed was very much higher. The husband would give her each month his whole pay of $3,300 and she would use this to buy clothes for the children and food for the family. All other expenses were provided for by COPL which paid the rent of the various houses they lived in, the maid's and gardener's salaries, the telephone and utility expenses and the boys' school fees and transport. In addition the company paid for their holidays, entertainment, medical and dental expenses.

13 When the marriage broke down in 1989 the family were living at No 2 Seton Close, a two-bedroom double storey detached house which was rented by COPL at $4,000 a month. On 14 December 1989 the wife obtained an order compelling the husband to vacate the home forthwith and thereafter restraining him from re-entering it. The lease of Seton Close ran out in October 1991 and, as a greatly increased rental of $9,500 was asked for, COPL did not renew the lease. The wife and children were forced to vacate in January 1992. They then took up accommodation at a service apartment. They are still living there, at a cost to the wife of $4,630 a month.

14 After they separated the husband at first gave the wife between $750 to $1,500 per month as maintenance. After Seton Close was vacated he increased the monthly payment to $3,250. The wife complained this was grossly inadequate and in January 1993 I made an interim maintenance order of $6,500

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a month, on the basis that COPL continued to pay the boys' school fees, transport and medical expenses, and provided the wife with a maid.

15 The wife's demands

16 The wife calculates that it costs $23,740 a month to support herself and the boys if both their present school expenses and their future schooling expenses up to tertiary level are taken into account. Her breakdown of this figure is as follows:

	Wife	2 boys	Total per month
Food & general expenses	1,100	2,200	3,300
Car expenses	258	517	775
Telephone	150	150	300
Household maintenance & repairs	83	167	250
Pool contract	-	150	150
Medical & dental	100	200	300
Children's clothing & shoes		300	300
Vet bills	30	60	90
Maid & gardener	400	800	1,200
School bus	-	178	178
PUB	183	367	550
Rental	4,750	4,750	9,500
Holidays (All)	694	1,389	2,083
Wife's personal expenses	1,500	-	1,500
Other costs - school activities outings, music lessons, pocket		500	500

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money, hair cuts, etc			
School fees Travis (elder son) - Gage (younger son)		1,443 1,321	1,443 1,321
Monthly total	9,248	14,492	23,740

17 If the monthly expenses for the wife alone are taken, she needs a sum of $110,976 each year. She has asked for a lump sum maintenance award of $800,000 on the basis that over 20 years (her assumed life expectancy) of periodical payments she would receive a total of $2,219,520. (Apparently if one assumes a 5% compound annual return for 20 years, a lump sum of $800,000 would produce $2,219,520 at the end of that period.) In addition the wife estimates that the husband's net worth is $4,000,000 and asks to be awarded $700,000 on a division of his assets. Finally, she wants arrears of maintenance amounting to $629,530. All in all, for herself alone, the wife is asking for $2,129,530. For the boys she is asking a lump sum maintenance of $800,000.

18 I decided that the course to be followed was first to determine what amount of monthly maintenance should fairly be given to the wife and then to determine whether she should be given this maintenance in the form of a lump sum.

19 The wife's maintenance

20 Section 108 of the Women's Charter sets out the matters which must be considered in determining the wife's maintenance. In this case the factors which are particularly relevant are the income, the earning capacity and resources of each party and the standard of living enjoyed by the family before the breakdown of the marriage. Additionally, as the wife has custody of the

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children, the amount awarded must be sufficient to enable her to live at a standard which would make her home reasonably attractive to children brought up in the station of life in which her children have always lived (see Robinson v Robinson < 1981 > 1 FLR 1).

21 Having considered the wife's justification of her expenses and the husband's various criticisms of the figures put forward, I am of the view that a fair monthly maintenance for the wife would be $7,350. It is made up as follows:

22 rental $4,500 costs of running and maintaining her car $ 450 telephone, household maintenance and utility costs $ 500 medical expenses $ 100 food $ 800 personal expenses $ 750 holidays $ 250

23 As the biggest component of the above amount is for rental, I should say how I arrived at the figure given. The wife does not have a home of her own. She has to rent premises. Bearing in mind her usual standard of living, she is entitled to sufficient money to rent premises of a fairly high standard. I do not, however, agree that she is entitled to live in a colonial style bungalow with a swimming pool simply because she has previously done so and has brought up her children in such an environment. The wife in her affidavits repeatedly stressed the fact that the family had enjoyed an `expatriate' life style and that her sons are lively `expatriate' boys. Being an expatriate does not of itself mean that a person must live in a house with a garden, which is an expensive commodity in present day Singapore. Many expatriates lead good lives living in condominium housing. In my view a sum of $4,500 as allocation towards rental would be sufficient at the present time to enable the wife to obtain a comfortable, reasonably sized flat in a good locality and which has a swimming pool and other amenities.

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24 In coming to a total figure of $7,350 which may not cover all the wife's expenses, I have also given consideration to the wife's own earning ability. In the affidavits and during the hearing, the question whether the wife is or is not working at the present moment received much attention. Whilst it is not possible for me to decide on the basis of the affidavits alone whether the wife currently has some earned income, it is clear from the evidence that was presented that the wife is a woman of talent who is capable of earning a decent living. While she was with Aman Resorts, she received between $3,000 to $3,500 a month and this income would have been supplemented by her catering business.

25 The wife now says that she is attending a full time course of study at the Singapore American College with a view to obtaining a diploma so that she can go to the university to get a degree in a `health related profession'. No further details of the course or qualification expected were given. She says that it will take five years before she is ready to go out to work. I do not think that it is reasonable at this stage of her life for the wife to expect the husband to bear all the costs of her life style while she studies full time for a protracted period.

26 I have made my assessment of the amount of maintenance which the wife needs without regard to the husband's ability to pay this sum. His ability to pay has also to be taken into consideration both in this regard (see s 108(1)(a) Women's Charter) and in considering whether the maintenance should be paid in the form of a lump sum.

27 The principles applicable to making a lump sum award are set out in the case of Lee Puey Hwa v Tay Cheow Seng < 1991 > 3 MLJ 1. It was there decided that the court's power to order a lump sum payment as an alternative to periodical payments, makes it possible for a husband, who has the means to make a lump sum payment, to achieve a clean break and is clearly a method

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which should be taken advantage of whenever this is feasible. In this particular case, there is a lot of unresolved bitterness between the parties and this was shown not only by various of the allegations in the affidavits but also by the way in which the litigation was conducted. Further, as the wife has stressed, neither party is a Singapore citizen and there is always the possibility that the husband may move out of Singapore at some stage, especially as he already has business interests abroad (COL, for example, is a Hong Kong company). If the husband did change his residence, the wife might find difficulty in collecting her periodical maintenance. There are, therefore, strong arguments in this case in favour of making a lump sum award in this case.

28 It is clear, however, from Lee Puey Hwa's case that before such an award can be made, the court has to consider the individual circumstances of the parties including the obligations of the husband, his assets, earning capacity and other available resources and that, in any case, there should not be a lump sum order if the husband does not have adequate cash or other capital assets which can be readily be disposed of, or if the lump sum payment or the disposal of assets will effectively cripple his earning power. I therefore turn to consider the husband's position.

29 The husband's assets, earning capacity and resources

30 According to the husband, his means and assets as at March 1993 were:

31 (a) a personal bank at Chung Kiaw Bank with a current balance of $2,000 which was opened some time in 1992. Prior to that he had no personal bank account.

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32 (b) his remuneration pursuant to his employment contract of 21 September 1987 with COPL consisting of:

33 (i) a basic monthly salary of $3,300 plus an annual bonus based on the performance of COPL;

34 (ii) reimburseable entertainment expenses paid on behalf of COPL;

35 (iii) a monthly housing allowance of up to $5,000;

36 (iv) a maid;

37 (v) payment of his dependant children's school, medical and dental expenses;

38 (c) a 1987 Renault 25 GTX motor car with an estimated value of $72,000;

39 (d) a 1951 MGTD motor car with an estimated value of $30,000;

40 (e) his personal and household goods (he estimates that the parties possess household goods of a value of $135,000 of which $35,000 worth is presently with him whilst the balance has been taken by the wife);

41 (f) a $1 share in Continental Shipping Pte Ltd; and

42 (g) club memberships at the Cricket Club, the Tanglin Club, the Changi Sailing Club, the Polo Club and the Keppel Club. The last two memberships are transferable and are valued by the husband at $14,500 and $55,000 respectively (excluding transfer fees).

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43 The husband also owns a piece of land in Queensland, Australia which was purchased in 1980. He says that he holds this property as trustee for COL. There is no evidence of its present value although there is some indication that in 1990 it was worth A$300,000. It is worth noting that the Keppel Club membership which cost $50,000 was bought in 1990, and the Polo Club membership was bought in 1991 at a price of $14,500.

44 The above assets are relatively insubstantial for a person of the husband's present age (48) and position in life. The wife contends very strongly that they are not the only items to be taken into account as the standard of living which the family enjoyed all the years of their marriage could not have been maintained on that basis. The wife says that the court must take into account, in addition, the assets and income of COPL and COL and treat them as the husband's. I have therefore to determine the ownership of these companies and their net worth.

45 As stated earlier, COPL is a wholly owned subsidiary of COL. COPL's business is to manage and operate a fleet of eight tugboats owned by COPL. For this COL pays COPL a management fee. This management fee is COPL's only income. It has no substantial assets. The net worth of the two companies thus largely depends on the net worth of COL.

46 The ownership of COL is hotly disputed. It has an issued share capital of HK$1,250,002 divided into 1,250,002 shares of HK$1 each. According to the husband, up to September 1987, the shares of COL were held by a Hong Kong company called Apco Nominees Ltd in trust for himself solely. The purpose of the trust was to protect the husband and his family from United States death duties and taxes. In 1987, the husband decided that in order to protect his three sons (i.e. the two sons of the wife and his son by his previous marriage)

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from United States death duties and taxes and to provide funds for their education, he should make a trust of the shares of COL in their favour.

47 Accordingly, on 23 September 1987, two declarations of trust were made. The first one was between the husband (therein described as the settlor) and Apco Nominees Ltd as trustees and was in respect of 1,250,000 shares in the capital of COL. The second was between the husband as settlor and Drumay Investments Ltd as trustees and was in respect of 1 further share in the capital of COL. The terms of the two declarations were identical and the salient feature of the trusts set up thereby are as follows:

48 1. the shares are held in trust for the husband's three sons and any other `Beneficiary' who might be added by the settlor pursuant to clause 8 of the relevant declaration;

49 2. each trust is to continue until all the beneficiaries have reached the age of 21;

50 3. when the youngest beneficiary reaches 21 the trustees must, if the settlor so opts, appoint the settlor as a substitute trustee in their place and in that event the shares are to be transferred to the settlor to be held in trust for the beneficiaries for a further 21 years thereafter;

51 4. until the all beneficiaries attain 21 the trustees will handle the shares and vote at shareholders' meetings in accordance with the settlor's written instructions;

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52 5. if the settlor directs them to do so in writing, the trustees must declare that any beneficiary shall be wholly or partially excluded from future benefit under the trusts or shall cease to be a beneficiary;

53 6. the settlor has power at any time while the trusts are in effect to add to the trusts as beneficiaries any one or more persons whom he chooses in his absolute discretion (as pointed out by the wife's counsel, the effect of this provision and the prior one is that the settlor can make himself the sole beneficiary of the trusts);

54 7. during his life time the settlor has the power at his absolute discretion to remove the trustees and appoint others in their places; and

55 8. if for any reason the trust is invalidated, the shares are held on a resulting trust for the settlor who, in the words of the declarations, is "the party having paid for the purchase of the said Shares".

56 In considering the husband's position in relation to COL I derive much guidance from the following statements of Scarman LJ in Robinson v Robinson (supra):

57 "It is a commonplace that very wealthy men arrange their affairs to suit their own legitimate requirements, whether those requirements be tax, family or any other type of requirement. No man is to be criticized for doing that, and certainly these courts do not exist to impose this, that or the other financial regime upon a rich man. But these courts must keep their common sense and they must look to the standard of life that the man nevertheless maintains - in fact, at his whole life style - and one does not need any very great research into the authorities to observe that the courts have consistently refused to be blinded

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by arithmetical science in determining the ability of a rich man to make provision for his wife and children." (at page 14).

58 Having regard to the extensive powers which the husband has under the instruments of trust to dispose of the trust property in such manner as he sees fit and to the fact that the trustees, though technically the legal owners of the trust property, take instructions from him and can be replaced at his whim and fancy, and to the evidence generally (including the husband's own attitude to the companies as disclosed in a note he sent to the wife in August 1989), it is right in my judgment that the husband be treated as the owner of COL (and thus all its assets including its tugboats, COPL and the Queensland land) for the purpose of determining his financial ability to provide for his wife and children.

59 I have now to consider the value of COL. Unfortunately, the husband was not very forthcoming on this front. Prior to the hearing, he had disclosed to the wife via the exhibits in his sixth affidavit the unaudited accounts of COL for the financial years ending 1988, 1989, 1990 and 1991 and the audited accounts for COPL for the same years. Those accounts were studied by Mr Jamshid K Medora, an accountant, on behalf of the wife. In his opinion, COL's minimum net worth as at 30 June 1991 was $3,360,000 and the company appeared to be cash rich with total cash available of some $1,800,000. Further the company's trade debtors then amounted to only US$652,000 and none of its assets were encumbered which meant that the husband would be able to raise further working capital if necessary.

60 In response to Mr Medora's comments, the husband filed an affidavit by another accountant, one Mr John Sam. In his affidavit Mr Sam referred to the audited accounts for COPL for the year ended 30 June 1992 and the unaudited financial statements of COL for the same period. On the basis of these accounts

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and a figure which he calculated to be the correct depreciation amount for the tugboats, Mr Sam opined that the net worth of COL as at 30 June 1992 was $2,446,772, roughly a million dollars less than Mr Medora's estimate. He also indicated that the operating expenses of COL and COPL averaged more than $100,000 every month and that their then current net liquidity of approximately $500,000 was the equivalent of five months' operating expenses.

61 According to Mr Sam, as at 30 June 1992, COL had ACU deposits of S$1,755,683 but these deposits secured an overdraft given to COPL of S$1,203,386. Further COL itself had an overdraft of S$774,895. Mr Sam's conclusion was that the limited liquidity of the companies taking into account their operational needs and the charge on their credit balances is such that they are not in a position to advance monies to a third party. At the same time, taking into consideration the age of the tugboats, it may not be possible for the principle capital assets of the companies to be pledged to raise operational finance.

62 In a reply affidavit, Mr Medora contended that the value of the vessels has to be assessed on the basis of their net realisable amounts and not on the basis of their depreciated book values. He pointed out that the husband had not provided any independent valuation of the vessels despite ample opportunities to do so. He also noted that when the vessels were revalued in 1987, they threw up a surplus of $720,000 and were in 1992 stated in the balance sheet to be worth $1,345,000 i.e. $165,000 per vessel. The vessels had, however, not been depreciated in the 1992 accounts while all other assets of the companies had been depreciated over the past few years. Mr Medora's conclusion was that the vessels had not been depreciated because they were worth more than their book values.

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63 The 1992 accounts had not been provided to the wife prior to Mr Sam's affidavit of 4 March 1993. As noted by Mr Medora, these accounts had two unusual features which had not appeared in any of the previous years' accounts which had been given to the wife: first, there was an item designated "trade loss" amounting to $201,210 and, secondly, the accounts made provision for bad debts totalling $439,799. Mr Medora ignored the bad debt provision as having not been explained and disallowed the trading loss on the basis that it was a trading loss incurred in Vietnam and should be charged to the husband's Vietnamese company. Thereafter he recalculated the net worth of both companies as at 30 June 1992 as being $3,329,000.

64 The dilemma which faces me is which expert's opinion I should accept. At the hearing, there was some suggestion that the experts be cross-examined on their affidavits. I felt that little would be gained from making an order to that effect since the wife's accountant had not yet had a real opportunity of examining the 1992 accounts and, more to the point, by the time of the hearing in May this year, those accounts were themselves almost a year out of date and the husband had done nothing to provide more up-to-date information. It seemed to me that it would have been a hopelessly academic exercise for each party to be cross-examined on their opinions on out-of-date information and that at the end of the day the court would have been in no better position than it had been at the beginning to assess the value of the two companies.

65 I am left to act on the basis of the principle set out in Wee Ah Lian v Teo Siak Weng < 1992 > 1 SLR 689 that, in the absence of full and frank disclosure by the husband, the court is entitled to draw inferences adverse to the husband as to his capacity and faculties and to treat him as a man in a position to command a very substantial income.

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66 In this particular case, the husband has throughout the proceedings sought to show himself as a man who has little either in the way of assets or in the way of income. In fact, in his ninth affidavit filed in April 1993 after I had ordered that he pay the wife interim maintenance of $6,500, he sought to show that his standard of living had been very adversely affected by the order. He stated "I now live on the remaining $1,800 of my salary and housing allowance. I have been fortunate to find temporary accommodation with a friend who has rented me a single room for $500 per month and I also contribute towards the monthly food, utilities and maid costs in the amount of $300 per month, leaving me $1,000 for any other expenses."

67 I find it difficult to believe that the husband's living standards have been affected to the extent portrayed. There is ample evidence throughout the affidavits that during the marriage whilst supposedly giving his entire pay cheque to his wife every month for spending on food, clothing and ordinary household expenses, he still managed to enjoy a high standard of living. For example, on one afternoon alone in November 1988 the parties spent $16,620 on carpets. These must have been part of the household effects worth $135,000 which the husband himself states the parties own. Further, he managed to acquire motor vehicles and club memberships, and managed to do all this without maintaining a personal bank account until 1992. As there was no way that his salary could stretch to cover such expenditure, I am forced to conclude that his actual income or his access to the companies' money was much greater than is disclosed on the face of his employment contract and income tax returns and this must have continued to be the case throughout these proceedings. In my judgment, the husband can afford to pay the wife monthly maintenance of $7,350.

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68 I have said earlier that, in my view, this is an appropriate case in which to make a lump sum order. The question which then arises is how such lump sum should be quantified. In a recent case when Lai Siu Chiu, JC had to compute a lump sum maintenance, she used a straight line calculation of the monthly maintenance awarded multiplied by a period of 17 years. In that case the wife concerned was aged 50 years. She could have expected to live another 20 years based on the average life expectancy of a Singapore woman. Judicial Commissioner Lai Siu Chiu chose the figure of 17 years as a compromise between the wife's life expectancy and the number of years (15) between her age and the usual retirement age of a Singapore male worker (65). That method of quantification was specifically approved by the Court of Appeal in the same case (see C.A. No. 110 of 1992 Ong Chen Leng v Tan Sau Poo, unreported).

69 In the present case counsel for the wife suggested that 20 years be used as the multiplier although, obviously, the wife's life expectancy is considerably longer. On that basis, using a multiplicand of $7,350 a month, the total amount of maintenance for 20 years would be $1,764,000. If I used the wife's counsel's submission, that would mean that, assuming a compound interest rate of 5% (as he suggested) the wife would have to be awarded a lump sum of $698,075 now in order to get $1,764,000 in 20 years time. I do not think this is the correct approach to take. In this case a certain amount of any lump sum maintenance awarded would from the beginning be used by the wife for her daily living expenses. She would not be able to put the whole sum into a deposit account and there is, therefore, no way which she would eventually receive the total amount of $1,764,000. Thus it would not be right for me to award her only $698,075 as a lump sum.

70 On the other hand, bearing in mind the husband's assets which would not, even if the opinion of the wife's accountant is correct, exceed $3,631,000,

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(adding the worth of the business to the value of the two cars and his household effects) I do not think it would be right to award her the full amount of $1,788,000 either. If I did so, the chances are that the husband would not be able to raise the funds without incurring a crippling amount of debt. As he has still to support the sons until they complete their education such a course would be self-defeating. Having taken all the circumstances into account, the most that can be awarded to the wife as a lump sum would, in my view, be $1,000,000. As this amount would, however, result in the wife receiving substantially less maintenance than she would otherwise receive, I am prepared to give the wife the option of choosing either a monthly maintenance sum of $7,350 or a lump sum provision of $1,000,000 to be paid by quarterly instalments of $200,000 each, the first instalment to be paid on 31 October 1993.

71 Maintenance for the sons

72 In this case I do not think it would be appropriate to award lump sum maintenance for the sons. The evidence before me indicates that the husband has met his commitments to his sons regularly and that he cares for them deeply although their relationship with him is currently under a great deal of strain.

73 The husband's employment contract provides that COPL will pay the boys' school, transport and medical expenses. I should not take away this advantage given to the husband by his employment contract by making such payments the subject of a lump sum. Additionally, the amounts required to educate the boys are essentially speculative at this stage. A lot will depend on the extent to which they pursue academic studies and where this is done.

74 As far as the boys are concerned, my assessment is that, provided that the husband undertakes that he will either directly or via his employment

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contract ensure that the expenses of a maid and all their school fees, transport expenses and medical and dental fees are met, the sum of $1,500 monthly would be appropriate as maintenance. This sum is made up of $800 for food, $200 for clothes and shoes, $300 for pocket money and miscellaneous expenses and $200 for holidays.

75 Miscellaneous matters

76 The wife has also made a claim for arrears of maintenance. There is no doubt that the husband has been giving her less than what is due. Whilst the quantum of the wife's claim for arrears is somewhat exaggerated, it is in my judgment proper to make an award for the arrears. The wife has had a difficult time financially since the parties parted and has apparently incurred some amount of indebtedness to support the family.

77 On the basis that from the time she and the husband separated (say January 1990) up the time the lease at Seton Close ran out, the wife was entitled to maintenance of $2,950 for herself and $1,500 for the boys, and thereafter she was entitled to $7,350 for herself and $1,500 for the boys, the arrears in maintenance due up to the end of May this year would be $114,350 worked out as follows:

78 1. January 1990 to October 1991 at $4,350 per month (22 months) $ 95,700

79 2. November 1991 to May 1993 at $8,850 per month (19 months) $168,150

80 Total due $263,850

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81 less:

82 (i) husband's maintenance of $3,250 per month from 1990 to December 1992 (36 months)

83 (based on figures given by the wife's counsel)$117,000

84 (ii) interim maintenance from January 1993 of $6,500 per month (5 months) $ 32,500

85 Balance due $114,350

86 I award this amount to the wife as arrears of maintenance.

87 Finally, as regards the assets which the husband acknowledges to be his, in my judgment the husband must transfer to the wife (at his expense) the membership in the Polo Club so that the wife and children can also enjoy the type of club facilities he presently enjoys. From the boys' point of view this is a more suitable club than the Keppel Club. After the transfer the wife would, of course, be responsible for the monthly subscriptions. Each party should be entitled to retain the household effects currently in his/her possession. Neither has made any claim to such effects held by the other so the most equitable course would be to maintain the status quo. Apart from the foregoing I am not making any order for division of assets as the awards already made in favour of the wife and children will have a substantial financial impact on the husband.

88 I will hear the parties on costs and the exact form of the maintenance order to be made once the wife has made her election as to how she wishes the maintenance to be paid.

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Judith Prakash JC

Dennis Singham for the petitioner
Edmond Pereira for the respondent

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