IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2017] SGHCF 23

Divorce Transfer No 4267 of 2012

Between

UFU (M.W.)

… *Plaintiff*

And

UFV

… *Defendant*

GROUNDS OF DECISION

[Family Law] — [Matrimonial assets] — [Division]
[Family Law] — [Maintenance] — [Wife]
[Family Law] — [Maintenance] — [Child]

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v
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[2017] SGHCF 23

High Court — Divorce Transfer No 4267 of 2012
Foo Tuat Yien JC
18 September, 21 October, 18, 19 November, 17 December 2015, 24 June, 23 August 2016; 10 November 2016 and 9 January 2017

25 September 2017

Foo Tuat Yien JC:

Introduction

1 These grounds of decision deal with the ancillary matters under Part X of the Women's Charter (Cap 353, 2009 Rev Ed) ("Women's Charter"). The Wife is the Plaintiff in these proceedings, and the Husband is the Defendant. Much of the dispute centred on the division of matrimonial assets, which required the determination of many sub-issues relating to the identification of the asset pool. This was overall a 16-year marriage with four children. Parties had married on 23 October 1998. On 4 September 2012, the Wife filed for divorce. On 25 October 2012, she and the children moved out of the family home. Interim judgment was granted on 4 March 2014, some 19 months after the commencement of the divorce suit, on grounds of the Husband's

unreasonable behaviour. The divorce was based on an amended Statement of Particulars, which was accepted by the Husband.

2 Both parties have since appealed against the orders on ancillary matters that I made on 9 January 2017, in relation to: (a) the delineation, division, and distribution of their assets; (b) maintenance for the Wife; and (c) maintenance for the children. The relevant orders which form the subject of the parties' appeals are as follows:

> [Clause 3b] …
>
> Division of assets
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> (i) The matrimonial assets of $10,782,223 are to be divided in the proportion of 62.5% for the Defendant and 37.5% for the Plaintiff. As the assets in the Plaintiff's possession are valued at $1,555,617, the Defendant shall pay the Plaintiff the balance of her share of $4,043,333 (computed at 0.375 of $10,782,223), being the sum of $2,487,716, plus an amount of $10,000 for the silver cutlery set, by end December 2016. Each party is to retain their respective assets in their sole names and the Plaintiff shall give the Defendant the silver cutlery set and the millennium bowl by end December 2016.
>
> Plaintiff's maintenance
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> (ii) The Defendant shall pay $240,000 lump sum maintenance to the Plaintiff by end December 2016.
>
> Maintenance for the Children
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> (iii) The Defendant shall pay the Plaintiff $14,200 per month as maintenance for the Children, being maintenance for the Children's share of household, maid and car expenses, and all the Children's expenses excluding those specifically listed at Clause (b)(iv) below. Should [C] go to boarding school, the Defendant shall pay $13,700 per month instead of $14,200 per month, beginning from the month after [C] goes to the UK. The maintenance is to be paid into the Plaintiff's designated bank account DBS bank account no. XXX-XXXX68-0 on or before the 5th day of every month commencing 5th December 2016.
>
> (iv) In addition, the Defendant shall also pay, by way of an advance, an amount of $12,000 per month into the Plaintiff's designated bank account POSB Everyday Savings Account

XXX-XXX36-7 (the "Children's Expenses Account") on or before the 5th day of every month commencing 5th December 2016, for the following expenses of the Children. Arrangements shall be made for the following expenses to be paid by the Plaintiff out of this account:

(A) School fees;

(B) School bus transportation;

(C) School CCAs, school outfits, school books, art supplies, piano books and piano tuning;

(D) Private enrichment classes (as set out in ANNEX A and any additional enrichment classes for which the Defendant's consent has been obtained under Clause (b)(vii) below);

(E) Miscellaneous school expenses (comprising amounts paid to the Children's schools for the annual fee schedule, enrichment programs organised by the school, participation in competitions (academic and sports), school camps, school trips (overseas and local), purchase of additional books and reading materials directly from teachers, class photos, class t-shirts, CCA t-shirts, camp t-shirts, concert tickets (band, dance, etc.), car decal for the schools, access to educational websites, subscription to Chinese newspaper, magazine etc.);

(F) Medical and dental expenses, including orthodontic treatment for the Children; and

(G) [J]'s therapy and counselling for Asperger's Syndrome.

(v) The Plaintiff shall submit a 3-monthly statement (in the case of the first statement, the statement shall cover the period of 1 December 2016 to 31 March 2017) for the amounts paid for the Children's expenses listed in Clause (b)(iv) above to the Defendant at the end of March, June, September and December every year, commencing from March 2017, together with relevant supporting receipts. In the event that the amounts paid for the Children's expenses listed in Clause (b)(iv) above exceed $36,000 for a quarter (in the case of the first period of 1 December 2016 to 31 March 2017, more than $48,000), the Defendant shall top up the difference within a month. In the event that the amounts paid for the Children's expenses listed in Clause (b)(iv) above are below $36,000 for a quarter (in the case of the first period of 1 December 2016 to 31 March 2017, less than $48,000), the difference shall be offset from the Defendant's next payment of $12,000, and if the difference

> exceeds $12,000, then it shall be offset against each subsequent payment until the difference shall be fully set off. Should [C] go to boarding school, the amount of $12,000 per month shall be reduced by the amount spent for [C] per month, beginning from the month after [C] goes to the UK. Upon the Children all reaching 21 years of age, any surplus remaining in the Children's Expenses Account shall be paid back to the Defendant.
>
> (vi) The Defendant is to pay 50% of the net cost of a new replacement car equivalent to or approximating the existing Toyota Previa inclusive of COE. This is to be paid at the time when the current car is scrapped, or at any earlier time as may be agreed by parties.
>
> (vii) The Plaintiff is to obtain the Defendant's consent, such consent not to be unreasonably withheld, before enrolling the Children in private enrichment classes and ECAs/CCAs additional to those in ANNEX A. If such consent is not obtained, the Plaintiff is solely liable for the cost of these additional expenses provided that these activities are not arranged during the Defendant's access time with the Children, save for any activities that have been so arranged as of the date of this Order.

3 The monetary values stated in these grounds of decision are expressed in Singapore dollars, unless I expressly indicate otherwise.

Background facts

The parties

4 At the time of my order on 9 January 2017, the Wife was 44 years old[1] and the Husband was 54 years old. The Wife, an Australian citizen, had moved to Singapore in May 1993 and became a Permanent Resident of Singapore in 1994. Her educational qualifications include a Masters of Business Administration degree from the University of Melbourne.[2] The Husband, on the other hand, is a British citizen and an employment pass holder in Singapore. He

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1 Wife's submissions dated 25 August 2015 at para 10.

2 HCB 1-2; HBOA 1080-1081.

had come to Singapore to work in July 1994 at a major international firm that was part of a global network of professional services firms providing audit, tax and advisory services to multinational companies, governments and non-profit organisations. The Husband and the Wife met while they were both working in the firm. He was then a senior manager and, she was a second-year junior staff member. The parties subsequently married in October 1998.

5 In 1999, the Wife resigned from the firm. By that time she had risen through the ranks to become Head of the firm's IT department. Subsequently, in 2001, the Wife became a full-time homemaker when the parties' eldest child, C1, was born.[3] She started working again only on 1 February 2016 as a Finance Officer in a real estate company. There, the Wife earns a basic salary of $2,300 a month, of which 9% of was pegged as a Monthly Variable Component. In addition to the income she receives from employment, the Wife also receives A$1,100 every month from the rental of a property in Australia held in her name.[4]

6 The Husband, on the other hand, is now a senior audit partner in the same firm and earns a substantial yearly income of $1.68m in Singapore.[5] The Wife also indicated that the Husband holds several key appointments, including serving as the head of several of the firm's practice groups and committees.[6] With his skills and experience, he was well-placed to appreciate the need for him to place relevant information before the court to prove his claims in the delineation, division, and distribution of matrimonial assets, in particular on

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3 Wife's submissions dated 25 August 2015 at [16(a)].

4 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 8.

5 Minute Sheet dated 18 September 2015 at p6.

6 Wife's submissions dated 25 August 2015 at para 67.

whether some of these assets were in fact his "pre-marital assets" that were to be excluded from the matrimonial pool.

7 Parties had lived separately from October 2012, when the Wife and the children left the family home. The Husband continues to live in the rented family home, a five-bedroom black-and-white bungalow of about 2,900 square feet, with a swimming pool and large garden, at a monthly rental of $13,500. The Wife, the four children and the domestic helper live in a 3+1 terrace house (*ie,* comprising three bedrooms and one hall) of about 1,700 square feet at a monthly rental of $7,056.

The children

8 The first three children from the marriage were born in quick succession in 2001, 2002 and 2004 whereas the fourth child was born in 2008, four years after the birth of the third child. At the time of my order on 9 January 2017, the first child, C1, was 15 years old, the second child, C2, was 14 years old, the third child, C3, was 12 years old and the fourth child, C4, was 8 years old.[7] Although all four children from the marriage were born in Singapore, they hold dual citizenship of the UK and Australia. They have, however, lived in Singapore all their lives and attend local schools. One of the parties' children, C2, was diagnosed with autism spectrum disorder (or Asperger's Syndrome) in March 2005.[8] Both C2 and C3 are also dyslexic.[9]

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7 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 1.

8 HCB 26.

9 HCB 31.

The parties' roles in the marriage

9 The roles of the Husband and the Wife had been clearly defined in the marriage from the time their first child, C1, was born. The Husband was the full-time working parent whereas the Wife became the full-time caregiver. She ran the household, took care of the children and assisted the Husband by taking on the role of his personal assistant at home. The Wife's responsibilities here included filing the Husband's tax returns, attending to his personal letters and preparing documents and cheques for him to sign for the payment of household expenses.[10] She also prepared spreadsheets on his investments and updated them periodically on his instructions.[11] The spreadsheets were an important source of evidence in these proceedings.

The parties' financial arrangements

10 In comparison with most other marriages, the parties' financial arrangements in the household were quite unusual. They did not hold any assets in joint names, they did not have a joint account and the Husband did not provide the Wife with a supplementary credit card. Rather, his practice was to give her a monthly sum of money to spend on household expenses and on the children. It was not disputed that over and on top of these monthly allowances,[12] he had also given her a total sum of $1.9m in surplus over the course of their marriage (hereinafter referred to as "the surplus funds"),[13] which enabled her to save a hefty amount of around $1.39m. The Wife's savings here included the value of an investment house in Western Australia, which was worth about $795,000.[14] The parties, however, differ on how the surplus funds were to be used.

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10 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at paras 24.122-24.126.

11 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 24.123.

12 HCB 4-6, para 23.

13 HCB 6, para 23.

11 The Wife's position was that the surplus funds were a gift from the Husband to her to use as she thought fit, as she was a full-time homemaker without an income. The Husband's position was that he intended her to save the surplus funds for what he called the "Family Plan", which would be set in motion presumably upon his retirement from the firm.[15] Under the "Family Plan", the entire family was to relocate to the UK permanently, at which point the Husband would ease off work to spend more time with the children whereas the Wife would re-join the workforce.[16]

12 On the evidence, I accepted the Wife's account for two main reasons. Firstly, it would be out of character, in this context, where the parties did not have joint assets or a joint account and where the Husband did not even provide the Wife with a supplementary credit card, for him to advance the position that he entrusted her to save some of the monies given to her for his retirement, in which case the savings would have had to be placed in a bank account or invested in her sole name. In any event, the Husband's "Family Plan" for the Wife to re-join the workforce after his retirement when the family relocated permanently to the UK did not make sense, as the Wife would then be in her late forties and without much recent relevant working experience, let alone working experience in a different environment and country such as the UK.

13 Secondly, I observed from the Husband's relationship with his friends that he was generous with money. He had made an *ex gratia* payment of $58,816 in December 2011 to a former employee of the firm, with whom he had had an affair, when she was terminated from her employment (see below at [93]−[95])[17]

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14 Joint Summary dated 7 September 2016 S/N 14.

15 HCB 6.

16 HCB 2, para 5.

17 Husband's Bundle of Affidavits vol 4 at p 3175.

He had earlier, in September and October 2011, given that same person a $30,000 loan for her father's medical bills, for which he did not expect repayment (see below at [90]−[92]).[18] Furthermore, the Husband, who was a wakeboarding enthusiast, had in July 2011 given $40,000 to a wakeboard boat owner, claiming that he did not expect to be repaid as the former was his friend (see below at [84]−[86]).[19] I found that if the Husband could in 2011 alone provide or lend almost $130,000 without expecting repayment, it was more likely than not that his monetary payment of $150,000 to his Wife in September 2011, as well as other sums for which he did not expect or require the Wife to account, were simply unconditional gifts to her.

Issues

14 The issues which are presently the subject of the cross-appeals are:

(a) Division of matrimonial assets;

(b) Maintenance for the Wife; and

(c) Maintenance for the children.

Division of matrimonial assets

15 I first consider the issue of division, where I had to:

(a) first, identify and value the combined pool of matrimonial assets;

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18 Husband's Bundle of Affidavits vol 4 at p 3154.

19 Husband's Bundle of Affidavits vol 4 at p 3155; Minute Sheet dated 21 October 2015 at p 16.

(b) second, determine the appropriate division of the identified assets; and

(c) third, decide on the distribution of the assets.

Identifying and valuing the combined pool of assets

16 Parties had agreed to adopt the date of interim judgment (*ie*, 4 March 2014) as the operative date to determine the pool of matrimonial assets.[20] The assets were, however, to be valued as at the date of the ancillary matters hearing.

17 In identifying and valuing the pool of matrimonial assets, the issues were:

(a) which of the disputed assets were the Husband's pre-marital assets;

(b) what was the value of the capital, earnings and profit allocation receivable from the firm that was to be included in the matrimonial pool;

(c) whether certain sums of money transferred out by the Husband as loans, gifts or payments to third parties should be clawed back and added to the matrimonial pool; and

(d) whether income received during the marriage from the Husband's pre-marital assets should be included in the matrimonial pool.

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20 Husband's submissions dated 25 August 2015 at para 13.

18 The Husband did not raise issues with the assets held in the Wife's sole name. The focus of the inquiry was therefore on the assets in the Husband's name.

Which of the disputed assets were the Husband's pre-marital assets

19 The disputed assets consisted of a property located in Cranbrook, UK (*ie,* the Cranbrook property) as well as funds held in various bank accounts, policies and investment accounts under the Husband's name.

The Cranbrook property

20 I first consider the issue of the Cranbrook property. It was not disputed that the Cranbrook property was purchased by the Husband for £50,000 in 1994 before the parties were married.[21]

21 Although at the hearing I had conveyed to the parties that the asset was included in the matrimonial pool on the basis of the parties' use of that property while they were in the UK,[22] I observed later that the requirement of ordinary use would not be satisfied if the parties' use of or stay at the property was "occasional or casual": *BJS v BJT* [2013] 4 SLR 41 at [23]. Examples of casual residence include staying in a property for no more than 21 days out of 14 years of marriage (*Ryan Neil John v Berger Rosaline* [2000] 3 SLR(R) 647 at [60]) or on only two occasions throughout the marriage of more than ten years (*JAF v JAE* [2016] 3 SLR 717 at [14]-[15]). In this case, it appeared that the parties had only stayed at the Cranbrook property on three occasions during the entire duration of their marriage when they visited the UK on holiday, and for no more

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21 Wife's submissions dated 25 August 2015 at para 126.

22 See Minute Sheet dated 24 June 2016 at p 5; Minute Sheet dated 10 November 2016 at p 2.

than a few days at a time.[23] The Cranbrook property was otherwise left vacant until June 2013 when it was tenanted. On the facts, I thus found that the Cranbrook property was not ordinarily used by both parties for any one of the purposes under s 112(10)(*a*)(i) of the Women's Charter.

22 In the course of writing these grounds of decision, I then considered whether the Cranbrook property qualified as a matrimonial asset by other means. The Wife had argued in this regard that the Cranbrook property should be included in the matrimonial pool because both parties had spent significant sums to maintain and substantially improve the property during the marriage. According to her, both parties had expended an average of £8,500 per year over four years to maintain and improve the property. She had herself remitted £5,000 in August 2010, £10,000 in December 2010 and £5,000 in October 2011 from her own bank account to the manager of the property to replace the plumbing and hot water heating system for the entire house, as well as to put in new floorboards for the kitchen.[24]

23 The Husband's position, on the other hand, was that the Cranbrook property was unquestionably an excluded asset as it could not be said that the Wife had made any contributions to the maintenance or improvement of the Cranbrook property. The funds which the Wife claimed to have remitted to the property manager would, in any event, have originated from him or from the allowances that he had given to her.

24 As the Cranbrook property had been purchased in 1994, it was conceivable that major works would have to be carried out in order to maintain the property's original condition, or at least to make it habitable, from the time

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[23] Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 17.

[24] Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 18.

it was first acquired. It was not disputed that sums of money, which were not insignificant, had been expended on the maintenance of the Cranbrook property over the course of the marriage. I noted, in this regard, that there was also documentary evidence indicating that the Husband had remitted £10,000 on 21 January 2013 from his DBS Singapore account,[25] which were funds accumulated from his earnings at his firm during the marriage, to the property manager in the UK for the purpose of administering the Cranbrook property.[26] The Husband also admitted that the Cranbrook property had been rented out since June 2013 at £650 per month in order to defray the expenses associated with maintaining that property.[27] This was evidenced by bank payments into one of the Husband's UK bank accounts even though there was no tenancy agreement in place.[28] This, therefore, corroborated the Wife's position that rather substantial sums of money had to be spent on the property during the marriage for its upkeep and to prevent it from falling into disrepair through lack of use. It was also consistent with the pattern of money transfers which had been made for the purposes of maintaining and improving the property, the last of which was made on 21 January 2013 before the property was rented out in June 2013 and when the rental income would have then been channelled to its upkeep. I was thus satisfied that there was substantial improvement of the Cranbrook property during the marriage within the meaning of s 112(10)(*a*)(ii) of the Women's Charter. This was not seriously disputed by the parties.

25 The real issue was whether the Cranbrook property had been substantially improved by *the Wife's* contributions, for it to properly constitute a matrimonial asset under s 112(10)(*a*)(ii). While I had initially been of the view

[25] Husband's Bundle of Affidavits vol 5 at p 3623.

[26] Minute Sheet dated 18 September 2015 at p 5.

[27] Minute Sheet dated 18 September 2015 at p 5.

[28] Minute Sheet dated 18 September 2015 at p 5.

that the sums used to upkeep the Cranbrook property were ultimately monies that came from the Husband, I have, after further consideration of the issue of inter-spousal gifts, come to the conclusion that the Wife's remittances would rightly be considered her contributions to the property. As I found above at [11]-[13], the Husband had given the Wife a total sum of about $1.9m in surplus over the course of their marriage, which were meant as gifts to the Wife and which enabled her to accumulate some sizeable savings. It seemed clear to me, as a matter of logic and fairness, that the Wife, in dipping into those savings of her own accord to maintain and substantially improve the Cranbrook property during the marriage, should be given credit for her contributions to the asset. In arriving at my decision, I noted that the Court of Appeal case of *Wan Lai Cheng v Quek Seow Kee and another appeal and another matter* [2012] 4 SLR 405 ("*Wan Lai Cheng*") had previously held that "pure" inter-spousal gifts were matrimonial assets (at [40]-[41]). In other words, "pure" inter-spousal gifts, such as the Husband's monetary gifts to the Wife in this case, were considered joint assets belonging to both parties *upon divorce*. Nevertheless, in my view, it would not be inconsistent with the decision in *Wan Lai Cheng* to find that the inter-spousal gifts were assets that properly belonged to the recipient spouse *before the dissolution of the marriage*. Indeed, this distinction drawn between the pre- and post-divorce state of affairs would not be inconsistent with the "deferred community of property" approach in our legislation, under which the concept that both spouses have a joint interest in the matrimonial asset does not take place until the marriage is legally terminated (see *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 at [40], citing Leong Wai Kum, *Halsbury's Laws of Singapore* vol 11 (LexisNexis, 2016) at para 130.751). I thus considered that the Wife's remittances to maintain and improve the Cranbrook property in this case were drawn from what would rightly be considered her personal funds, which the Wife had saved up from the Husband's monetary gifts to her, and

should be regarded as *her* contributions to the property. On this basis, I found that since the Wife had expended significant sums to maintain and improve the Cranbrook property, and had assisted the Husband in administering the property from Singapore, there was enough to attribute the substantial improvement of the asset during the marriage to the Wife.

26 In the circumstances, I was of the view that the Cranbrook property fell within the definition of a "matrimonial asset" under s 112(10) of the Women's Charter. Having determined that it was to be included in the matrimonial pool for division, I obtained a valuation of the property by averaging the figures proffered by each party.[29] The value of the Cranbrook property was ultimately assessed to be $363,110.95.[30]

Funds held in various bank accounts, policies and investment accounts under the Husband's name

27 The Husband's position was that the funds that were presently the subject of dispute had, in one way or another, been derived from his assets in the UK, which were all pre-marital assets and which were all "ring-fenced" from his assets in Singapore. For the sake of clarity, there were two aspects to the Husband's case. First, all of the Husband's assets in the UK were pre-marital assets; any new creation of bank accounts in the UK and movements of monies in and out of his UK bank accounts were simply intra-UK transfers of these pre-marital assets and thus none of these funds were matrimonial assets.[31] Second, from the time the parties married in Oct 1998, if not earlier, the Husband had deposited all his earnings in Singapore into his sole name account in DBS, and had not transferred any monies from that account to the UK to

[29] Minute Sheet dated 18 September 2015 at p 4.

[30] Joint Summary dated 7 September 2016 S/N 41.

[31] Minute Sheet dated 18 September 2015 at pp 7-10.

acquire or enhance any of his assets there, save for the monies remitted for the Cranbrook property. In other words, his assets and earnings in Singapore were never mixed with his assets in the UK.

28 According to the Wife, even though it was accepted that all of the Husband's earnings from the firm in Singapore were deposited into his DBS account, it did not necessarily follow that all of his UK assets were pre-marital assets. He had not provided proof that his UK funds were in fact pre-marital assets, and her position was that most of these funds had been accumulated or built up during the marriage.[32]

29 After considering the evidence, I determined that most of the UK funds should be included in the matrimonial pool. As a general observation, I note that given the Husband's training, qualifications and experience in accounting and audit, he was well-placed to appreciate the need for, and to work with his counsel to provide, relevant information to prove his claim that all his UK assets were "pre-marital" assets. Nevertheless, I found the evidence to be lacking in many respects.

FRIENDS PROVIDENT POLICY NO. XXXXXX601 (VALUE OF $11,258.75)[33]

30 I first considered the Husband's investment fund with Friends Provident International, which was valued at $11,258.75 ("the Friends Policy"). The Wife had referred to a letter of 15 August 2012 to show that the policy commenced on 20 May 1999 and was therefore an asset acquired a few months after their marriage in October 1998.

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32 Minute Sheet dated 18 September 2015 at pp 7-10.

33 Joint Summary dated 7 September 2016 S/N 32.

31 The Husband, maintained that he had bought the asset using his pre-marital funds. Since his DBS bank statement of May 1999, which was when the policy commenced, did not show any transfer of funds[34] and since this was his only Singapore bank account until he opened a UOB bank account in July 2011, he argued that payment for the Friends Policy must have been made out of his UK bank accounts, comprising his accumulated earnings and assets in the UK prior to his move to Singapore in 1994.[35]

32 No other evidence, however, was produced to establish the source of the funds for the Husband's Friends Policy. In my view, the fact that there had been no telegraphic transfers in May 1999 from the Husband's Singapore bank account was not in itself conclusive that the monies used to acquire the Friends Policy came from his pre-marital assets in the UK. I therefore found that this asset should be included in the matrimonial pool.

INVESCO PERPETUAL ASIAN FUND (2,590 SHARES WITH COLLECTIVE VALUE OF £10,593.10)[36]

33 The Husband also held a total of 2,590 shares from the Invesco Perpetual Asian Fund ("the Invesco Shares"). It was not disputed that 1,600 out of those 2,590 shares were acquired by the Husband in 1992 before the marriage.[37] This was borne out in one of the Husband's investment spreadsheets that had been prepared and maintained by the Wife during the marriage.[38] Parties, however, disagreed over the remaining 990 Invesco Shares, which were valued at $7,223.19 in total.[39]

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34 Husband's Bundle of Affidavits vol 5 at p 3895.

35 Minute Sheet dated 21 October 2015 at p 5.

36 Joint Summary dated 7 September 2016 S/N 33.

37 Minute Sheet dated 21 October 2015 at p 6.

38 Husband's Bundle of Affidavits vol 6 at p 4125.

34 The Husband argued that it was not unreasonable to infer that these 990 shares had been acquired with pre-marital assets. He again relied on his "ring-fencing" argument, stating that even if these shares were bought post-marriage, his Singapore bank account statements did not show any outflow of funds for this purchase. Alternatively, he attributed the 990 share increase to the possible issuance of bonus units, although he conceded that this was not entirely clear on the evidence available.[40]

35 I did not think it could be inferred that the 990 Invesco shares were either traceable to bonus issues or bought using pre-marital funds. Furthermore, the spreadsheets on the Husband's investments did not show any change in position in the Husband's investments due to share consolidations and/or share splits. When there were in fact such occurrences, there would be explanatory notes indicating the reasons for these changes, for example, due to various trades and corporate mergers that had been effected.[41] But there were none here for the relevant Invesco shares. In the circumstances, I found insufficient evidence to support the Husband's claim that these 990 Invesco shares were pre-marital assets.

CASH FUNDS HELD BY HSBC BROKERS ON THE HUSBAND'S BEHALF (VALUE OF $116,719.27)[42]

36 The Husband had, by a letter dated 24 April 2014 to the HSBC Private Bank Investment Group, requested that his investment account be closed and that his shares in TransGlobe Energy Corporation ("the Transglobe Shares") be sold, with the cash funds to be transferred to his Barclays Openplan Savings

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39 Joint Summary dated 7 September 2016 S/N 33.

40 Minute Sheet dated 21 October 2015 at p 6.

41 Husband's Bundle of Affidavits vol 6 at pp 4124-4136.

42 Joint Summary dated 7 September 2016 S/N 34.

Account No. XXXXX135.[43] As a result, the Husband's HSBC brokers held cash funds of $116,719.27 on his behalf. The issue was whether the assets in his investment account were pre-marital.

37 The only evidence which the Husband provided to corroborate his position were his DBS bank statements from February 1999, which showed that there had been no direct transfers made from his DBS account to fund the HSBC investment account during the marriage. In my view, this was not conclusive proof that the assets contained in the HSBC investment account were pre-marital. It would not have been difficult for the Husband to request HSBC confirm the opening date of the investment account and other relevant details to support his case. It also appeared that the HSBC bank statements had been sent to the Husband's mother's UK address,[44] and he could have obtained them from her to corroborate his claims. But he did none of these. On the evidence, therefore, I found that the Husband had not proven that these assets should be excluded from the matrimonial pool.

UNBANKED PROCEEDS FROM THE SALE OF INVENSYS SHARES AND INVESTMENTS, AND OTHER MISCELLANEOUS SHARES (TOTAL VALUE OF $986.69)[45]

38 The Wife also wanted the following assets to be subject to the court's division, as there was purportedly no proof that any of them were pre-marital assets:[46]

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43 Husband's Bundle of Affidavits vol 6 at p 4206.

44 Minute Sheet dated 21 October 2015 at p 7.

45 Minute Sheet dated 21 October 2015 at p 7; Minute Sheet dated 24 June 2016 at p 3; HCB 223 S/N 19-22, 27.

46 Wife's submissions dated 25 August 2015 at paras 126.13-126.16, 126.19.

Asset	Value
Unbanked proceeds from the sale of certain Invensys shares and investments	$946.34
1,768 Redstone plc shares	$37.39
28 DCD Media plc shares	$2.96
1 Greenchip Investments share	$0.00
1 Ambrian Capital plc	$0.00

39 In relation to the first item, I noted that there were no documents to assist in determining if these proceeds were in fact the Husband's pre-marital assets.[47] In any event, I considered these various investments to be *de minimis* in the context of the matrimonial pool as a whole and thus excluded these assets.[48]

THE HUSBAND'S UK BANK ACCOUNTS

OVERVIEW

40 The dispute over the assets to be included in the matrimonial pool also concerned various bank accounts held in the Husband's name. Even though there was some doubt as to whether a few of these bank accounts were in fact based in the UK, I refer to these assets as "the Husband's UK bank accounts" since this was the term that the parties had used during the proceedings.

41 The Husband claimed that, prior to 8 August 2003, he only had two UK bank accounts, both of which were Barclays accounts: these were Barclays, Danbury Bank Account No. XXXXX135 (which he referred to as his "Main

47 Minute Sheet dated 21 October 2015 at p 7.

48 Minute Sheet dated 24 June 2016 at p 3.

Barclays Account"), and Barclays Current Account No. XXXXX200 ("the Second Barclays Account").[49] According to the Husband, the monies in these two accounts generally consisted of funds accumulated before the marriage, namely:[50]

(a) his UK savings, including capital transfers from his parents, prior to and after his move to Singapore;

(b) his UK earnings prior to his move to Singapore;

(c) inheritance received prior to his move to Singapore, and inheritance-related income and sale proceeds of inheritance estate received during the marriage; and

(d) dividend income and sale proceeds from his UK shares acquired prior to his move to Singapore.

42 According to the Husband, five of the other UK bank accounts were opened sometime after 8 August 2003. Here, he produced a letter from Barclays Bank PLC ("Barclays Bank") addressed to him dated 8 August 2003 informing him that they were unable to maintain non-resident accounts in its UK branches unless he was content for the bank to deduct UK income tax, which was set at 20%, from any interest credited to his accounts ("the 8 August 2003 Letter").[51] He claimed that this letter prompted him to transfer some monies from the Main Barclays Account and the Second Barclays Account to those five bank accounts, which were:

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49 Husband's Bundle of Affidavits vol 2 at pp 1103-1106.

50 Husband's Bundle of Affidavits vol 2 at pp 1104-1106.

51 Husband's Bundle of Affidavits vol 2 at p 1394.

(a) Alliance & Leicester Isle of Man Account No. XXXXXXXX333 ("the Alliance & Leicester Account");

(b) Santander, Jersey Account No. XXXXXX-XXXXX854 ("the First Santander Account");

(c) Santander, Jersey Account No. XXXXXX-XXXXX272 ("the Second Santander Account");

(d) Barclays, Danbury Bank Account No. XXXXX815 ("the Third Barclays Account"); and

(e) Barclays, Danbury Bank Account No. XXXXX779 ("the Fourth Barclays Account").

Parties had agreed that the monies in the Second Santander Account were to be excluded from the matrimonial pool.[52] In the remainder of these grounds, the term "the Alleged Post-August 2003 Accounts" will thus refer only to the four remaining bank accounts in dispute.

43 The final bank account which was disputed was a "small operating account" in NatWest Account No. XXXXX930 ("the NatWest Account"). According to the Husband, the account was used for the expenses and upkeep of the Cranbrook property.[53]

44 In sum, there were a total of seven UK bank accounts over which parties disputed whether to include in the asset pool.

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52 Wife's submissions dated 25 August 2015 at para 124.16.

53 Husband's Bundle of Affidavits vol 2 at p 1106.

THE PARTIES' ARGUMENTS

45 The Husband, in line with his overall position that his assets in the UK were "ring-fenced" from his assets in Singapore, and that none of his Singapore earnings during the marriage had been applied towards his UK bank accounts,[54] exhibited a number of bank documents to show that the movement of monies only occurred within and among the said UK bank accounts. It was on the basis of this objective evidence, which showed that the sums in the Second Santander Account had remained constant from 2011 to 2014,[55] that the parties agreed to exclude the Second Santander Account from the matrimonial pool (see above at [42]). The Husband thus argued that the remaining bank accounts were in much the same situation, in that they were never commingled with his assets in Singapore.

46 The Wife, however, argued that the Husband's claims were untruthful. Although the Husband claimed not to have made any transfers to the UK from his Singapore DBS account after February 1999, there had in fact been at least 13 outward telegraphic transfers of various sums of money over the years.[56] The 13 transactions which had been found on the record amounted to a value of $129,150.75 in total. One example, which was noted above at [24] and to which the Husband also conceded,[57] was the sum remitted to the Cranbrook property manager in the UK for maintenance purposes.[58] The Wife admitted that it was not clear which countries the remaining remittances had been made to.[59]

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54 Minute Sheet dated 18 September 2015 at p 7.

55 Minute Sheet dated 18 September 2015 at p 9; Husband's Bundle of Affidavits vol 5 at pp 3310-3373.

56 Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 22.6.

57 Husband's Bundle of Affidavits vol 4 at p 3037, para 10.

58 Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 22.6.

59 Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 22.6.

Nevertheless, even though the Husband insisted that the telegraphic transfers did not represent any outflow of hidden funds and contended that those transfers had been made for legitimate and reasonable expenses (*eg*, to purchase a painting, or to pay for valuation services in relation to the Cranbrook property after the divorce writ was filed), he was unable to recall the purposes and details of more than half of those transactions which had been identified.[60] All these, the Wife argued, provided reason to doubt the Husband's claim of "ring-fencing."

MY DECISION

(a) The Main Barclays Account (value of $389,561.32)[61]

47 The Husband had opened the Main Barclays Account around 1979 when he was 17 years old, long before the parties married in 1998. The Wife's key contention was that the account balance was very low at the start of the marriage,[62] and that at least some of the funds in the Main Barclays Account at the time of the proceedings had in fact been accumulated during the marriage from the Husband's share dividends.

48 The Husband insisted that the funds in the Main Barclays Account were pre-marital assets. He also insisted that his DBS bank statements all the way from February 1999 showed that there had been no telegraphic transfers of monies from that account to fund his UK assets, although, as noted earlier, the Wife disputed this. According to the Husband, the funds in the Main Barclays Account thus could not have come from income generated during the marriage. The Wife's assertion otherwise was tantamount to absurd suggestion that he had

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60 Husband's Bundle of Affidavits vol 4 at pp 3037-3038, paras 10-12.

61 Joint Summary dated 7 September 2016 S/N 35.

62 Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at para 22.2.

brought "bags of cash" to the UK during the marriage to effect the transfers. This was highly improbable because of capital controls limiting the physical movement of funds across borders. The reality was that very few people actually retained their bank statements over a prolonged period of time and it was impractical to expect him to produce all his bank statements for an account that has been opened in 1979. It was "purely by a stroke of good fortune" that DBS had kept his statements since 1999,[63] albeit he had to pay DBS for them.

49 In my judgment, the Husband's "ring-fencing" argument was not persuasive. Instead of attempting to show that the funds consisted entirely of pre-marital assets because there had been no outflow of funds from his DBS account, he could have shown that there had been no significant inflow of funds into the Main Barclays Account at least for the later part of the marriage, when bank records would have been available to show or negative a possible pattern. The fact that the account had been opened a long time ago may explain why some bank statements could not be located, but it did not absolve him of all evidential burden. In any event, the Husband had not provided *any* statements on the Main Barclays Account before or after the marriage. He also did not explain why he could not have produced at least *some* bank statements for the relevant period, which might have persuaded me to give him the benefit of the doubt. Furthermore, despite his claims of the difficulties in producing bank statements, he was nonetheless able to produce other correspondence from Barclays Bank, including the 8 August 2003 letter which was issued nearly fourteen years ago, to support his argument that most of his bank accounts were set up after that date simply to receive his pre-marital funds in the UK and reduce his tax liability for interest payments on those funds.

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63 Minute Sheet dated 18 September 2015 at p 8.

50 I was thus of the view that the $389,561.32 in the Main Barclays Account should be added to the asset pool. For the avoidance of doubt, the value of $389,561.32 did not include the monies from the sale of the Transglobe Shares, which were still being held by the Husband's HSBC brokers although they had been instructed to transfer those funds into the Main Barclays Account (see above at [36]).[64] This was confirmed by the parties during the proceedings.[65]

(b) The Second Barclays Account (value of $2,075.35)[66]

51 The main evidence on the funds in the Second Barclays Account was a bank statement dated 1 May 2012, which was adduced by the Wife.[67] This showed that the account held a balance of £1,163.38 (*ie,* $2,075.35) at that time. The Husband claimed that these monies comprised his pre-marital earnings before he moved to Singapore,[68] and that he had closed this account on 19 September 2012.[69]

52 I included the value of the account in the asset pool. Save for a passing reference in his affidavit of 5 June 2015 that the account had been closed on 19 September 2012, there was no evidence to substantiate this. If the account had indeed been closed on 19 September 2012, it would appear that he had chosen to close it very shortly after the Wife served the divorce writ on him on 8 September 2012. The assertion that he had closed this account on 19 September 2012 was also inconsistent with his declaration in his earlier affidavit of 27 August 2014 where, in response to the Wife's interrogatories, he stated

64 Joint Summary dated 7 September 2016 S/N 34 and 35.

65 Minute Sheet dated 24 June 2016 at p 4.

66 Joint Summary dated 7 September 2016 S/N 42.

67 Wife's 2nd Affidavit of Assets and Means dated 18 June 2015 at p 336.

68 Minute Sheet dated 21 October 2015 at p 14.

69 Husband's Bundle of Affidavits vol 2 at pp 1103-1106.

that he had not closed any of his bank accounts since January 2011.[70] In any event, there was no evidence of when the account was first opened or that the funds came from his pre-marital assets.

53 The Husband complained that he was at a disadvantage because the Wife had sole control over the P.O. Box, to which most of the documents and correspondence on his bank accounts were sent. When she left home in October 2012, she took the key to the P.O. Box with her and returned it to him only in January 2013. There had been no mention in her affidavits as to what she did with the documents that were sent to the P.O. Box between October 2012 and January 2013. The suggestion by the Husband, it appeared, was that information on the account closure could have been lost in the intervening period. The Husband also argued that the Wife had always been more familiar than he was with his offshore accounts and investments because she was in charge of them and kept spreadsheets to monitor them. Presumably, the argument was that this impaired his ability to provide the relevant information to the court.

54 I was not convinced by the Husband's argument on this front. Even if it was true that he did not have full access to the documents sent to his home, he should, as an experienced professional auditor, be well-placed to pursue other options to obtain relevant information on his assets. In any event, it appeared that the Wife had provided him with the relevant records of his investments sometime around January 2013,[71] some months before the relevant affidavits referred to above had to be filed.

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70 See Husband's Affidavit (Answers to Interrogatories) dated 2 September 2014 at p 3; Husband's Bundle of Affidavits vol 4 at p 3148.

71 See Husband's Bundle of Affidavits vol 6 at p 4683.

(c) The Alleged Post-August 2003 Accounts

55 To recapitulate, the Alleged Post-August 2003 Accounts referred to the following (see above at [42]):

(a) the Alliance & Leicester Account (value of $115,585.70);[72]

(b) the First Santander Account (value of $119,368.47);[73]

(c) the Third Barclays Account (value of $188,318.22);[74] and

(d) the Fourth Barclays Account (value of $12,620.36).[75]

56 As I noted above at [41]−[42], the Husband claimed that all these accounts had been set up after 8 August 2003 for tax reasons and were wholly traceable to pre-marital assets transferred from the Main Barclays Account and the Second Barclays Account.

57 According to the Husband, the monies in the Alliance & Leicester Account and the First Santander Account had come from the Second Barclays Account. Here, he adduced two cheque stubs documenting transfers of £50,000 from the Second Barclays Account to each of these bank accounts.[76] His own evidence, however, cast doubt on the veracity of his claims. Although the cheque stubs did show transfers of £50,000 from the Second Barclays Account into each of these two accounts, they also showed that the cheques were issued

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72 Joint Summary dated 7 September 2016 S/N 38.

73 Joint Summary dated 7 September 2016 S/N 39.

74 Joint Summary dated 7 September 2016 S/N 36.

75 Joint Summary dated 7 September 2016 S/N 37.

76 Husband's Bundle of Affidavits vol 2 at pp 1395-1396.

on 15 January 2003[77] and not after 8 August 2003 as he claimed. This was a serious gap in the evidence.

58 As for the Third Barclays Account and the Fourth Barclays Account, the Husband claimed that the monies had come from the Main Barclays Account. However, he did not produce any cheque stubs nor any other evidence on the source of those funds.[78] Furthermore, the bank statements for these two bank accounts revealed a glaring inconsistency in his narrative. Although he said that he was prompted to set up these accounts because he did not want the 20% UK income tax to be deducted from the interest credited to the Main Barclays Account and the Second Barclays Account, the statements for Third Barclays Account and the Fourth Barclays Account still showed continuing tax deductions of 20% from the interest credited to those accounts between 2012 and 2014 and between 2010 and 2014 respectively.[79] This ran counter to his stated objective of tax planning.

59 In any event, there was no evidence on when these accounts were first opened nor sufficient proof that the source of these funds were pre-marital assets. As mentioned, the fact that the Husband's DBS statements from 1999 to date showed that there were no telegraphic transfers to these accounts was not enough to prove that the funds in the UK bank accounts were pre-marital assets. Furthermore, the Husband, by virtue of his training as a professional auditor, would appreciate the importance of having the relevant bank documentation to prove his claims and be well-placed to provide them. The fact that the Husband made no further attempts at disclosure reinforced my conclusion that he was being cagey about the Alleged Post-August 2003 Accounts.

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77 Husband's Bundle of Affidavits vol 2 at pp 1395-1396.

78 Husband's Bundle of Affidavits vol 2 at p 1104, para 42b.

79 Husband's Bundle of Affidavits vol 5 at pp 3401-3412.

60 As the Husband had not shown that the monies in the Alleged Post-August 2003 Accounts were his pre-marital assets, I included them in the asset pool for division.

(d) The NatWest Account (value of $19,576.39)[80]

61 The NatWest Account was a joint bank account that the Husband opened with the Cranbrook property manager, a friend who helped out with the said property on a voluntary basis,[81] for the maintenance and upkeep of the property.[82] There was no evidence on the opening date of the account.[83]

62 The Wife's position was that, regardless of the court's findings on whether the Cranbrook property was matrimonial property, the monies in the NatWest Account were matrimonial assets. Both parties had deposited monies into the account during the marriage,[84] even if the monies that she had remitted were ultimately derived from the monetary gifts given to her by the Husband. The Husband's position was that the Wife should not be given any credit for any of her remittances since those monies had ultimately originated from him. He also provided evidence of an outward telegraphic transfer of £10,000 from his DBS account on 21 January 2013,[85] which he used to support his claim that he had transferred monies directly to the NatWest Account himself.

63 I found that the monies in the NatWest Account were matrimonial assets. Whether they were gifts from the Husband to the Wife or direct transfers

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80 Joint Summary dated 7 September 2016 S/N 40.

81 Husband's submissions dated 17 September 2015 at para 34(a).

82 Husband's Bundle of Affidavits at p 1106, para 47.

83 Minute Sheet dated 21 October 2015 at p 12.

84 Minute Sheet dated 21 October 2015 at p 13.

from the Husband, the point was that these monies came from the Husband's employment earnings during the course of the marriage.

64 The parties' arguments were thus peripheral to the outcome of my decision. For completeness, however, I state my views briefly on the issues which occupied a large part of parties' submissions.

65 Firstly, while I was prepared to accept that the Husband had transferred £10,000 from his Singapore DBS account to his UK NatWest Account for the upkeep of the Cranbrook property in 2013, I found it odd, and indeed quite inexplicable, that the Husband produced all the relevant NatWest bank statements save for the one bank statement in January 2013 which would have conclusively proven the £10,000 remittance in January 2013. As there was no January 2013 bank statement to show the £10,000 remittance from his DBS account, his counsel sought to reconcile, in some detail, the bank account figures based on the preceding and subsequent bank statements to show that the ending balance in the account reflected the £10,000 deposit minus the usual maintenance expenses.[86] These attempts to reconcile the figures pre- and post-remittance were not the subject of any affidavits by the Husband but were representations from the Bar. My acceptance of his claim on this point was therefore not without reservations.

66 Secondly, I did not agree with the Husband that the Wife's remittances should not be recognised as her contributions to the NatWest Account. Since the monies remitted were essentially gifts to the Wife in the context of an ongoing marriage at the time, the Wife would have had some discretion as to how she wished to use the funds. In the circumstances, I considered that the Wife should be given some credit for having saved up some of these monies and

[86] Husband's Bundle of Affidavits vol 5 at p 3617.

eventually applying them to the NatWest Account for the upkeep of the Cranbrook property.

Concluding observations on the Husband's alleged pre-marital assets

67 I wish to conclude my discussion on the Husband's alleged pre-marital assets with one final observation. In my view, the Husband's choice to rely largely on his "ring-fencing" argument, and not to tender relevant evidence to substantiate his claim that his UK assets were acquired before the marriage, might have perhaps stemmed from a reluctance to disclose the full extent of his pre-marital assets. The value of all his assets (including pre-marital assets and other non-marital assets such as inheritances and gifts during the marriage) was relevant in determining the quantum of maintenance to be awarded. The reluctance to produce relevant bank statements or other documentary evidence might also have stemmed from a concern that disclosure could lead to a further train of enquiry into other undisclosed bank accounts, assets or sources of income. Nevertheless, I emphasise that in deciding this case, I had regard solely to the evidence that was before me.

What was the value of the capital, earnings and profit allocation receivable from the firm that was to be included in the matrimonial pool

68 Another issue was whether the Husband's capital, earnings and profit allocation receivable/received from the firm was part of the matrimonial pool and if so, what was the value of these assets to be included. The relevant assets here were:[87]

(a) An amount of $1,054,921.86 receivable from the firm's Current Account for the year ending 2013;[88]

87 Joint Summary dated 7 September 2016 S/N 24-26.

88 Wife's submissions dated 25 August 2015 at para 126.2.

(b) An amount of $552,000 receivable from the firm's Capital and Loan Account as at 4 March 2014 (*ie,* the date of interim judgment);[89] and

(c) The Husband's pro-rated profit allocation of $634,970.19 receivable from the firm for the period between September 2013 and March 2014.

The amount of $1,054,921.86 receivable from the firm's Current Account

69 Parties agreed that the firm's Current Account containing the Husband's annual profit allocation from the firm for the relevant period was $1,054,921.86.[90]

70 While the Husband agreed in principle that this was a matrimonial asset, he submitted that there should be a reduction of the sum to include:[91]

(a) a 10% discount for both "the time cost of money and collection risk"; and

(b) a further 20% discount as tax payable on that sum (as he was in the top tax bracket).

71 The 10% discount was to bring payments made on the date of interim judgment to their present-day value,[92] and to take into account the uncertainty over the Husband's actual receipt of the monies since those monies were only

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89 Husband's Bundle of Affidavits vol 4 at p 3150, para 5.4.

90 HCB 222 S/N 2; HCB 303; Wife's reply submissions dated 18 September 2015 at para 11.

91 Husband's submissions dated 25 August 2015 at para 25.

92 Minute Sheet dated 21 October 2015 at p 3.

"paid progressively in accordance with the firm's collections from clients".[93] The Wife, however, pointed out that as at the time of the ancillary hearing, the monies had already been fully distributed to the Husband.[94] She also argued that a tax rate of 7.05%, and not 20%, should be applied.[95] This was the Husband's effective tax rate, which was clearly borne out from his IRAS Notice of Assessment 2014.[96]

72 In the premises, I was of the view that the only appropriate deduction to be made was that to account for the effective tax rate of 7.05%. The amount which was to be added to the matrimonial pool was thus assessed to be $980,549.87.[97]

The amount of $552,000 receivable from the firm's Capital and Loan Account

73 This amount in firm's Capital and Loan Account represented the Husband's capital contribution to the firm as a partner, being money advanced to the firm as a loan. It was agreed that the amount of $552,000[98] was a matrimonial asset.

74 The Husband initially proposed that the Wife's share should only be paid under an "if and when" order, that is, if and when the firm refunded the money to him (*ie,* when he retired at the age of 58 in 2020). In response to her objection, he proposed applying a 10% discount rate because the sum was a *future* sum

93 Husband's submissions dated 25 August 2015 at para 23.

94 Minute Sheet dated 21 October 2015 at pp 3-4; Husband's Bundle of Affidavits vol 5 at p 3870; Husband's Bundle of Affidavits vol 5 at pp 3639-3650.

95 Minute Sheet dated 18 September 2015 at p 6.

96 Wife's reply submissions dated 18 September 2015 at paras 15-16.

97 Joint Summary dated 7 September 2016 S/N 24.

98 HCB 222 S/N 2; HCB 303; Wife's reply submissions dated 18 September 2015 at para 11.

payable to him with an element of uncertainty over whether he would actually receive the full $552,000 at retirement and because payment to the Wife was being accelerated.

75 The Wife argued that there was no such uncertainty as the sum of $552,000 was plainly money owed to him and which would be repaid to him on retirement. The 10% discount was also an arbitrary figure.

76 I included the full amount of $552,000 in the matrimonial pool.[99] These monies were held by a reputable and well-established firm in the industry. An "if and when" order was neither appropriate nor necessary, and the Husband had not made a compelling case for a 10% discount. Parties also agreed that a provision for tax was not required.

The Husband's pro-rated profit allocation receivable from the firm for the period between September 2013 and March 2014

77 The Wife pointed out that the Husband was entitled to a further profit allocation from the firm in September each year, and a pro-rated profit allocation for the year commencing September 2013 through to the date of the Interim Judgement on 4 March 2014 should be added to the pool. This pro-rated amount was $634,970.19[100] based on the sum of $1,903,270.84 shown in the firm's Current Account statement dated 18 October 2014,[101] with relevant deductions for tax payable and monthly salaries paid out to him.

78 The Husband resisted the inclusion of those profits as, firstly, his legal entitlement to the monies would arise only when the firm declared those profits

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99 Joint Summary dated 7 September 2016 S/N 25.

100 Joint Summary dated 7 September 2016 S/N 26.

101 Husband's Bundle of Affidavits vol 3 at p 1811.

in September 2014, after the date of interim judgment on 4 March 2014. Secondly, it was not possible to determine his profit entitlement as at the date of interim judgment as the firm's profits might fluctuate within a calendar year. Should the profits be included in the asset pool, a 10% discount should be applied for the same reasons he had advanced in relation to the monies receivable from his firm's Current Account (see above at [70]-[71]).[102]

79 On the Husband's first point, I found the Court of Appeal's discussion in *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*"), on the operative date of asset valuation, to be helpful. In *Yeo Chong Lin*, Chao Hick Tin JA, in delivering the judgment of the court, considered that the operative date for the division of assets would not necessarily bar the court from taking into account future employment benefits if, on the day of the ancillary matters hearing in question, it was known that a spouse would likely receive those benefits in the future due to his past services (at [21]). As the Husband had acknowledged that a profit declaration would be made in September 2014, I found it appropriate to pro-rate and include those benefits in the pool of assets. Part of these profits due to the Husband had accrued before the date of interim judgment, and the exclusion of these pro-rated profits would effectively discount the value of the Wife's indirect contributions to the marriage, which enabled the Husband to focus on his job and career. By the time of the ancillary matters hearing before me, there was also clear evidence that enabled me to ascertain with sufficient precision the pro-rated profit allocation for the period between September 2013 and March 2014. Finally, I rejected the Husband's argument that a 10% discount should be applied to the pro-rated profits of $634,970.19[103] as the monies had already been received by him at the time of my decision.

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102 Minute Sheet dated 21 October 2015 at pp 3-4.

Whether certain sums of money transferred out by the Husband as loans, gifts or payments should be clawed back and added to the matrimonial pool

80 The third aspect of the Wife's case on the issue of division was that certain sums of money should be notionally added back to the matrimonial pool. The Husband had wastefully dissipated these amounts from their matrimonial assets by way of loans, gifts or payments to third parties.

81 These sums of money were:

(a) the Husband's loan of $40,000 to a wakeboard boat owner;[104]

(b) his payment of $5,615.33[105] to one "Dorothy" over the internet for her services;

(c) his loans of $30,000 to a person, with whom he had an affair, for her father's medical bills;[106]

(d) his *ex gratia* payment of $58,816 to the same person in (c) above, from his firm's Current Account;[107]

(e) his cheque payment of $10,334 allegedly made to his then-girlfriend, who was now his wife;[108]

(f) his monetary gifts of $2,530 and of an unknown amount to an alleged ex-girlfriend;[109]

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103 Joint Summary dated 7 September 2016 S/N 26.

104 Joint Summary dated 7 September 2016 S/N 43.

105 Wife's submissions dated 25 August 2015 at para 128.

106 Joint Summary dated 7 September 2016 S/N 44.

107 Joint Summary dated 7 September 2016 S/N 45.

108 Joint Summary dated 7 September 2016 S/N 46.

109 Wife's submissions dated 25 August 2015 at para 128.

(g) his payment of $8,679.42 to one "Candy";[110]

(h) the parties' legal fees; and

(i) the Husband's Private Investigator ("PI") fees of $197,390.[111]

82 I note that although the Deputy Registrar had previously directed the parties to exclude withdrawals of less than $10,000 during discovery,[112] it appeared that some withdrawals of below $10,000 had nevertheless been included on the record without objection.

My decision

83 Before I proceed with setting out the reasons for my decision, I wish to make a general observation that the Husband's expenditures had been scrutinised in some detail by the Wife in these proceedings relative to any scrutiny by him of her expenditures, particularly in relation to any gifts or monies spent on their friends and relatives and any other discretionary expenditures.

THE HUSBAND'S LOAN OF $40,000 TO WAKEBOARD BOAT OWNER.

84 The Husband, a wakeboarding enthusiast, had regularly used the services of a wakeboard boat owner, to whom he lent $40,000 in July 2011.[113] He argued that this was a genuine loan made before any divorce proceedings were contemplated,[114] and that he did not expect to be repaid[115] as he and the

110 Wife's submissions dated 25 August 2015 at para 128.

111 Joint Summary dated 7 September 2016 S/N 47-51.

112 Wife's submissions dated 25 August 2015 at para 132.

113 Husband's Bundle of Affidavits vol 3 at p 1687.

114 Minute Sheet dated 21 October 2015 at p 16.

boat owner were friends. On that basis, it was submitted that the sum of $40,000 should not form part of the matrimonial pool.

85 The Wife argued that the loan was still a loan, although made before the filing of the divorce writ. Since she could not verify and did not know if the Husband had asked to be repaid, she did not accept that there was no expectation for the loan to be repaid.

86 I added the $40,000 loan to the asset pool. I noted that the Husband had made a separate loan of $25,000 to another one of his friends, D, which he conceded should be added back to the matrimonial pool.[116] There was no satisfactory reason as to why the $40,000 loan should be treated differently.

THE HUSBAND'S PAYMENT OF $5,615.33[117] TO ONE "DOROTHY" OVER THE INTERNET FOR HER SERVICES

87 The Husband explained that he had made a payment to one "Dorothy" at "a very low point of [his] life".[118] He was alone at home and faced the prospect of spending Christmas 2012 by himself without any loved ones. Being somewhat desperate for companionship, he came into contact with "Dorothy" on an online forum.[119] He sent her money without ever meeting her, and she promptly disappeared thereafter. He also said that the amount transferred was only about $2,000,[120] and not $5,615.33 as the Wife alleged.

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115 Wife's 4th written submissions dated 13 November 2015 at p 54 S/N 71.

116 Wife's 4th written submissions dated 13 November 2015 at para 9.

117 Wife's submissions dated 25 August 2015 at para 128.

118 Husband's Bundle of Affidavits vol 7 at p 5256, para 81.

119 Wife's Bundle of Ancillary Affidavits vol A2 at Tab 21.

120 Husband's Bundle of Affidavits vol 7 at p 5256, para 81.

88 The Wife argued that this payment should be added back to the asset pool because it was made in December 2012, after she filed for divorce in September 2012.

89 I declined to add this payment back into the asset pool. Issues of morality aside, it was for the Husband to decide how best he wished to spend his time (and money) after the divorce writ was filed. I viewed this as a discretionary expense, and one which was in any event minimal relative to the value of the asset pool and the Husband's direct financial contributions thereto which were acknowledged by the Wife.

THE HUSBAND'S LOANS TOTALLING $30,000 TO A PERSON, WITH WHOM HE HAD HAD AN AFFAIR IN THE FIRM, FOR HER FATHER'S MEDICAL BILLS[121]

90 The Husband also admitted transferring amounts totalling $30,000 over September and October 2011 to a person in the firm, with whom he had had an affair. These were loans to cover her share of her father's medical bills, for which there was no fixed repayment date and no interest. The loans had not been repaid and he did not expect repayment.[122] These loans were made in 2011 before divorce proceedings were even commenced.[123]

91 The Wife argued that the monies should be added back to the pool as the Husband had conceded that these were loans. There did not appear to be any attempt to recover the loan and there was no evidence to corroborate his claim that he did not expect repayment.[124]

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121 Joint Summary dated 7 September 2016 S/N 44.

122 Husband's Bundle of Affidavits vol 4 at p 3154.

123 Husband's Bundle of Affidavits vol 5 at pp 3269-3270.

124 Minute Sheet dated 21 October 2015 at p 17.

92 I included these monies in the asset pool as a loan to be repaid, consistently with the approach taken for the loans to D and the wakeboard boat owner (see above at [86]).

THE HUSBAND'S *EX GRATIA* PAYMENT OF $58,816 TO A PERSON WITH WHOM HE HAD HAD AN AFFAIR, FROM HIS FIRM'S CURRENT ACCOUNT[125]

93 The Husband admitted to making an *ex gratia* payment of $58,816 to the person with whom he had had an affair in the firm, as compensation to her when her employment with the firm was terminated.[126] He had authorised payment to her from his firm's Current Account on this occasion.

94 The Wife explained that when this person's husband discovered the affair, he prevailed upon her to take a leave of absence from the firm. It was the Wife's case that the Husband leveraged his position as a member of the firm's Operations Committee to keep that person on full salary during those few months of leave. When the firm was reluctant to continue paying that person's salary indefinitely or to bear a severance payment, the Husband agreed to personally bear her severance compensation.

95 I added the payment of $58,816 back into the matrimonial pool. It was accepted that this was an *ex gratia* payment from the Husband, which he was under no legal obligation to make. It was clear that the firm took the position that they were not liable for any payment and that if such a payment were to be made, it was to be personally borne by the Husband. In an internal firm email dated 8 December 2011, the following directions had been made:[127]

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125 Joint Summary dated 7 September 2016 S/N 45.

126 Husband's Bundle of Affidavits vol 5 at pp 3791-3792.

127 Husband's Bundle of Affidavits vol 6 at p 4116.

> Please issue a cheque from […] for $58,816 to [X]. *The amount will be reimbursed by [the Husband].* Thanks.
>
> [emphasis added]

The firm's Current Account also reflected a deduction of that precise amount as the Husband's "private expense".[128]

THE HUSBAND'S CHEQUE PAYMENT OF $10,334 ALLEGEDLY MADE TO HIS THEN-GIRLFRIEND, WHO WAS NOW HIS WIFE.[129]

96 The Husband's bank statements showed a further payment of $10,334 on 27 June 2013,[130] after the commencement of divorce proceedings on 4 September 2012 and before interim judgment was granted on 4 March 2014.[131] Although the Husband was unable to recall the reason for this cash withdrawal, he believed that it was spent on his then-girlfriend, who was now his wife.[132] He submitted that this was not an excessive amount as he was in a "serious enough"[133] relationship with her at the time.

97 The Wife's position was that he should not have been dipping into the matrimonial pool to provide gifts to his girlfriends, especially after the divorce had been filed. Moreover, he had only entered into a relationship with this lady in February 2013.[134] I noted also that by the time of the ancillary matters hearing, the Husband had married the lady and that she had borne him a son.

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128 Husband's Bundle of Affidavits vol 4 at p 3174.

129 Joint Summary dated 7 September 2016 S/N 46.

130 Husband's Bundle of Affidavits vol 3 at p 1736.

131 Minute Sheet dated 21 October 2015 at p 18.

132 Husband's Bundle of Affidavits vol 5 at p 3615.

133 Minute Sheet dated 21 October 2015 at p 18.

134 Husband's Bundle of Affidavits vol 6 at p 4896.

98 As the Husband had not provided a satisfactory explanation for this payment, his position being essentially that he was unable to recall the reason for the payment, I added the $10,334 back into the matrimonial pool.

THE HUSBAND'S MONETARY GIFTS OF $2,530 AND OF AN UNKNOWN AMOUNT TO AN ALLEGED EX-GIRLFRIEND[135]

99 The Wife also claimed that the Husband had given $2,530 to a girlfriend in March 2012.[136] According to the Wife, the Husband had also planned to travel to Nepal with the girlfriend and had paid for her flight there, although it was not known how much he had actually spent on her air ticket. He should not have drawn on the matrimonial pool to provide monetary gifts to his girlfriends.

100 Although the Husband conceded this payment, I was not convinced that this amount should be included in the asset pool. Issues of morality aside, this was a small sum relative to the value of the total asset pool and the Husband's direct financial contributions, which were acknowledged by the Wife. This sum could be regarded as part of his discretionary expenditure.

THE HUSBAND'S PAYMENT OF $8,679.42 TO ONE "CANDY"[137]

101 The Husband had transferred an amount of $8,679.42 on 17 June 2013 to pay for air tickets for someone named Candy and her children to come to Singapore.[138] The Wife's position again was that he should not have spent large amounts of money on people who were not strictly related to him.

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135 Wife's submissions dated 25 August 2015 at para 128.

136 Wife's submissions dated 25 August 2015 at para 128.

137 Wife's submissions dated 25 August 2015 at para 128.

138 Husband's Bundle of Affidavits vol 4 at p 3036.

102 At the hearing, the Husband's counsel clarified and then retracted the Husband's claim that Candy was his god-sister (after conceding that the relationship had not been stated in his affidavits).[139] Counsel stressed that the payment was below the $10,000 mark set by the Deputy Registrar during discovery (see above at [82]).[140]

103 I declined to add this payment back to the matrimonial pool. I considered this to be part of the Husband's discretionary expenditure.

PARTIES' LEGAL FEES

104 The Wife's position was that the legal fees of the parties before interim judgment, which is the operative date, should be added back to the pool of assets. It was not disputed that the Husband had incurred $426,986.32 whilst the Wife had incurred $70,842.99 in legal fees.[141]

105 The courts have generally accepted that legal fees are not to be deducted from the matrimonial pool. In *ALJ v ALK* [2010] SGHC 255, Woo Bih Li J considered that "[i]f [a party] had incurred legal fees on the divorce and ancillary proceedings, he should have used his own assets to pay for them first and not matrimonial assets" (at [43]). Similarly, in *AQT v AQU* [2011] SGHC 138, Lai Siu Chiu J did not accept that the Wife's legal fees for matrimonial proceedings could be deducted from the pool of assets. Lai J stated as follows (at [37]):

> It was highly unusual for the legal fees for *these very matrimonial proceedings* to be deducted from the pool of matrimonial assets. It would be an unwise precedent to allow

139 Minute Sheet dated 21 October 2015 at p 14.

140 Minute Sheet dated 21 October 2015 at p 19.

141 Wife's submissions dated 25 August 2015 at para 132; Joint Summary dated 7 September 2016 S/N 52-66; S/N 22-23.

> parties to deduct their hefty legal costs from the pool of matrimonial assets. Whatever liability parties owe their solicitors for the matrimonial proceedings should be settled from *their own share* of the matrimonial assets after division. To deduct the legal fees from the *joint* pool of matrimonial assets during the proceedings would be to render any cost order the Court made in the judgment largely nugatory.
>
> [emphasis in original]

106 On this basis, I determined that the parties' respective legal fees should be added back to the matrimonial pool.

THE HUSBAND'S PRIVATE INVESTIGATOR FEES TOTALLING $197,390[142]

107 The Wife submitted that the Husband's PI fees be added back to the pool of assets for division. She argued that the PI fees of $197,390 allegedly incurred by him were highly questionable because:

(a) Despite spending a relatively large sum of money, he exhibited only a PI report for ten days of surveillance.

(b) He had provided documentary evidence of cheques that evidenced some, but not all, of the payments. Further, he had not produced a single invoice or receipt for the PI services. This was in contrast to her own PI expenses, which had been properly documented.

(c) One of the PI firms was not on the Singapore Police Force's list of approved PI agencies and did not appear to have a valid PI license, did not have a web presence and its personnel, when contacted by phone, appeared evasive when asked about their firm. She believed that he could have engaged the firm to fabricate evidence against her for the divorce proceedings.

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142 Joint Summary dated 7 September 2016 S/N 47-51.

(d) His expenses on PI services were grossly inflated.

108 The Husband conceded that his PI surveillance had not borne out his suspicion of the Wife seeing someone else, although it supported his position that she was "idling her time away outside of the matrimonial home" instead of taking care of the children.[143] He had immediately terminated the PI services when they were getting too expensive. His cheque images were sufficient evidence of most of the payments as the PIs had wanted to be paid in cash for the remaining sums. Should the court decide to include his PI fees in the matrimonial pool, the Wife's PI fees should also be added back.

109 Neither party were able to produced case authorities on the subject of PI fees. I would subscribe to the principle that while it is a party's prerogative to spend as much as he wishes to advance his case, this should not be at the expense of reducing the matrimonial assets for division. Each party should bear his own PI fees out of his share of the matrimonial assets unless the court orders otherwise (for example, where a party had to engage a PI in order to prove adultery, subject to the fees being reasonable: see *Goh Yong Hng v Cheong Yen Teng (Zheng Yanping) (mw) and another* [2003] 2 SLR(R) 530). Where there is cause to be sceptical about the need for PI surveillance, there is an even greater imperative for the funds to be added back because they had been unjustifiably depleted by the actions of one party.

110 On the facts, I was satisfied that the Husband had not proven that it was either necessary or reasonable to incur PI fees of $197,390. As for the Wife's PI fees, she had been able to demonstrate during taxation in the Family Justice Court on 26 August 2014 that her PI fees, to the extent of $41,921.50,[144] were

143 Husband's submissions dated 8 July 2016 at para 23.

144 Wife's submissions dated 12 July 2016 at para 22 and Tab 8.

justified and reasonable in quantum for the divorce proceedings. For a much lower fee, the Wife obtained sufficient evidence, as stated in her Statement of Particulars (Amendment No. 1) ("SOP"), to initiate the divorce proceedings. The Husband did not dispute the SOP and did not appeal the taxation. I thus added the Husband's PI fees, but not the Wife's PI fees back into the asset pool.[145]

Whether income received during the marriage from the Husband's pre-marital assets should be included in the matrimonial pool

111 The final issue which I had to determine in identifying and valuing the asset pool was whether or not dividends received during the marriage from the Husband's shares should be included in the matrimonial pool. The shares in question had been acquired by the Husband prior to the marriage.[146]

112 The dividends had been credited into the Husband's various UK bank accounts over the years,[147] and were thus reflected in the value of the said accounts. If I had found that these monies were to be excluded from the matrimonial pool, I would have to deduct an amount of $229,138.55 from the value of the Husband's UK bank accounts (which I had found above, formed part of the matrimonial assets).[148] This was the figure upon which the parties agreed represented the entire value of the dividends derived from the Husband's shares during the marriage, should income from those pre-marital assets be considered matrimonial property and included in the pool.

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145 Minute Sheet dated 23 August 2016 at p 6.

146 See Husband's submissions dated 17 November 2015 at para 1.

147 Husband's submissions dated 17 November 2015 at para 1.

148 Minute Sheet dated 24 June 2016 at p 7.

113 Since the issue would turn on the interpretation of s 112(10) of the Women's Charter, I reproduce the provision below for ease of reference:

> **Power of court to order division of matrimonial assets**
>
> 112. — …
>
> (10) In this section, "matrimonial asset" means —
>
> (*a*) any asset acquired before the marriage by one party or both parties to the marriage —
>
> (i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or
>
> (ii) which has been substantially improved during the marriage by the other party or by both parties to the marriage; and
>
> (*b*) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,
>
> but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

114 It was important, at the outset, to properly characterise the nature of the assets from which the dividend income was derived. In this regard, I noted that, although parties did not dispute the fact that the shares, from which the income was reaped, were pre-marital assets, the Husband's position on those shares was essentially that they were pre-marital *gifts*. This was because, according to him, the shares had been purchased using monetary gifts (*ie,* the proceeds of sale of inherited property and/or using money transferred to him by his father).[149]

115 I then considered the legal principles which applied to the assets in question. In the course of argument, the Wife cited the authority of *ET v ES*

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149 Husband's Bundle of Affidavits vol 2 at p 1101, para 35.

[2007] SGHC 152 ("*ET v ES*"), which ostensibly supported her argument that the dividends were "matrimonial assets" under s 112(10) that should be included in the pool.[150] In *ET v ES*, the husband in that case had acquired real property and shares before the marriage. The issue was whether the rent and dividends which the husband received during the marriage from those pre-marital assets, which were not themselves matrimonial assets, fell within the definition of "matrimonial assets" under s 112(10). In affirming that s 112(10)(*b*) of the Women's Charter was extensive in nature and brought within the scope of matrimonial assets "any… asset of any nature acquired during the marriage", Lee Seiu Kin J held as follows (at [13]):

> These wide words are only circumscribed by the proviso which excludes "any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage"... The plain interpretation of the proviso would mean that an asset (of any nature) acquired during the marriage is a matrimonial asset unless it is a gift or inheritance that had not been substantially improved on during the marriage by either party. Since the income from rent or dividend is an asset received during the marriage, it falls within the definition of matrimonial asset.
>
> [original emphasis omitted]

According to the Wife, it would thus appear that dividend income from the Husband's pre-marital shares would fall within the definition of a "matrimonial asset" under s 112(10) so long as the income was received during the marriage.[151] On this basis, the entire value of $229,138.55 should be included in the matrimonial pool.

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150 Wife's submissions dated 18 & 19 November 2015 at paras 22-23.

151 Wife's submissions dated 18 & 19 November 2015 at para 23; Minute Sheet dated 18 November 2015 at p 4.

116 I agreed with Lee J's interpretation of s 112(10) of the Women's Charter. The logic and reasoning for Lee J's interpretation, which seemed to me uncontroversial, appears sufficiently from the extract cited above, and requires no repetition.

117 A fundamental distinction, however, had to be drawn between the issue that arose for determination in *ET v ES* and the issue which was before me. The case of *ET v ES* was concerned with the treatment of income received during the marriage from pre-marital assets under s 112(10) of the Women's Charter; it was not concerned with the treatment of income received during the marriage from pre-marital *gifts* more specifically. The important difference was that, once *gifts* were in question, this would trigger the final portion of s 112(10) which excluded certain assets from the matrimonial pool (whether pre-marital or otherwise) by virtue of the fact that they were acquired by gift or inheritance (hereinafter referred to as "the exclusionary limb").

118 As I noted above, the Husband's position was that the shares in question were pre-marital gifts (the important point being that the shares were *gifts*). To determine whether the dividends received from those shares should be included in the asset pool, the real question to be answered was whether or not those dividends could properly be considered a gift as well. If so, the dividends would similarly be excluded from the matrimonial pool on the basis that they fell within the exclusionary limb.

119 Despite the lack of case authorities on this point, it seemed to me, as a matter of general principle, that an "asset… that has been acquired by one party… by gift or inheritance" under the exclusionary limb would be broad enough to include certain types of income received during the marriage that inexorably flowed from gifted assets. In my view, such an approach would be

consistent with the rationale for excluding third-party gifts from the definition of matrimonial assets, which is to respect and recognise the donor's intention and to prevent unmerited windfalls to the non-recipient spouse (see *Wan Lai Cheng* at [42]). In determining whether or not income received from gifted assets in a particular case itself qualifies as an asset acquired by gift, the test I propose is a fact-specific one, *ie,* whether the income was so inextricably linked to the gifted asset that it might properly be said to be acquired by gift as well. This would depend on all the circumstances of the case, in particular on the nature of the gifted asset and the manner in which its income was derived.

120 To illustrate the application of this test, I propose to draw on two examples. The first concerns a situation where a parent institutes a trust in favour of his son which entitles the latter to receive distributions under that trust. After the son marries, he continues to receive the distributions from the trust during the marriage. In this case, it seems clear that the income would be so inextricably linked to the gifted asset, *ie,* the beneficial interest under the trust, that it must be taken to be acquired by gift as well. The second example is one by way of contrast. This concerns a situation where a third party has gifted a car to a would-be spouse. After the latter marries, he or she decides to rent out or use the car for transportation services in order to earn income. In this case, it could not be said that the income derived from the rental or from the transportation services would be so inextricably linked to the gifted asset, *ie,* the car, that it can be taken to be acquired by gift. In keeping with the fact-specific nature of the test that I have outlined, I hasten to add that these examples are meant to be general illustrations that would, *prima facie*, lead to the conclusions that I have stated. The outcome reached in any particular case, as I stated earlier, would ultimately depend on the individual circumstances at hand.

121 In applying the test set out above to the present facts, it was evident to me that dividends which flow from shares acquired by gift would be so inextricably linked to the shares themselves that they should be considered as having been acquired by gift. The nature of dividends is such that they flow inexorably from shares; indeed, the very value of the shares take into account the sum of dividends that may be derived from those shares. In my view, dividends from shares acquired by gift would therefore qualify as assets acquired by gift themselves. They would thus fall under the exclusionary limb of s 112(10) of the Women's Charter, and would thus not be subject to division.

122 In the premises, I would have found for the Husband but for the fact that no objective evidence had been proffered to support his assertion that he had used the proceeds of sale of inherited property and money transfers from his father to acquire those shares in question.

123 Given that the Husband was unable to demonstrate, on the evidence, that the shares in question were acquired by gift or inheritance, the question was then whether or not dividends received during the marriage from pre-marital assets were nevertheless "matrimonial assets" under s 112(10) of the Women's Charter. In this regard, it seemed to me that, absent the qualities associated with a gift, there was no reason to treat dividend income received during the marriage any differently from any other asset acquired in the course of the marriage. As I noted above, on the plain wording of s 112(10), it would seem clear that dividend income received during the marriage would properly be considered matrimonial assets. I thus held that the amount of $229,138.55, which parties agreed represented the dividend income received from the Husband's relevant shares during the marriage, should form part of the matrimonial pool. No deduction was thus to be made from the value of the Husband's UK bank accounts.

Conclusion on the combined pool of matrimonial assets

124 Based on my findings above, counsel submitted a joint summary of matrimonial assets on 7 September 2016 ("the Joint Summary"). The assets reflected in British pounds (£) were converted based on the post-Brexit exchange rate as at 23 August 2016.[152] Based on the Joint Summary, the value of the matrimonial pool was $10,782,223.[153] Apart from the disputed assets which I considered above, the matrimonial pool included several other items that were agreed. These comprised the Husband's deposit of $45,000 for their rented matrimonial home, his loan of $25,000 to his friend, D, certain Singapore bank accounts in the Husband's name, and various other assets in the Wife's name including the property in Australia. The redacted Joint Summary is annexed.

125 The matrimonial pool of $10,782,223 was thus a comprehensive account of each party's respective assets based on my findings above. Parties did not have any joint assets. In addition, there were two items of sentimental value to the parties: (a) a silver cutlery set; and (b) the Millennium bowl, which I deal with at [149] as their values were not readily ascertainable and the parties had not yet come to a position on these items at the time the matrimonial pool was identified.

Determining the appropriate division of the matrimonial pool

126 Having determined the value of the matrimonial pool at $10,782,223, I turned to the issue of division. By applying the "structured approach" in *ANJ v*

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152 Minute Sheet dated 23 August 2016 at p 6.

153 See Minute Sheet dated 10 November 2016; Joint Summary dated 7 September 2016.

ANK [2015] 4 SLR 1043 ("*ANJ v ANK*), I considered that the matrimonial assets should be divided between the Husband and the Wife in the ratio of 62.5:37.5. Bearing in mind that the Wife was a full-time wife and mother, I had then thought it prudent to also consider the pre-*ANJ v ANK* precedent cases to counter-check and validate my decision.

127 Following my decision, the Court of Appeal issued its judgment in *TNL v TNK and another appeal and another matter* [2017] 1 SLR 609 ("*TNL v TNK*") on 3 March 2017, where it held that the "structured approach" ought not to apply to long single-income marriages. This was to ensure that a non-working spouse would not be unduly disadvantaged in the division of matrimonial assets. In any event, I was satisfied that the manner in which I applied the "structured approach" to the present facts reached an outcome which was in line with *TNL v TNK*. I elaborate on this further below.

The "structured approach" in ANJ v ANK

128 The structured approach, first set out *ANJ v ANK* (at [17]–[30]), was summarised into three broad steps set out in *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA 52 (at [17]), and reiterated recently in *TNL v TNK* at [38], as follows:

> (a) express as a ratio the parties' *direct contributions* relative to each other, having regard to the amount of *financial* contribution each party made towards the acquisition or improvement of the matrimonial assets ("Step 1");
>
> (b) express as a second ratio the parties' *indirect contributions* relative to each other, having regard to both indirect *financial* and *non-financial* contributions ("Step 2"); and

(c) derive the parties' overall contributions relative to each other by taking an average of the two ratios above, keeping in mind that, depending on the circumstances of each case, the direct and indirect contributions may not be accorded equal weight and one of the two ratios may be accorded more significance than the other ("Step 3").

Applying the "structured approach" to the present facts

129 The Wife's position was that, in light of their 16-year marriage and her substantial non-financial contributions in sacrificing her career to become a full-time homemaker and caregiver for their four children and in helping the Husband in the organisation of his personal matters, it would be just and equitable for the matrimonial assets to be divided equally. The Husband proposed a division of 25:75 in his favour.

Step 1: Parties' direct contributions

130 Parties were content to ascribe the ratio of 100:0 for direct contributions in the Husband's favour, albeit the Wife, at a late stage in proceedings, sought to argue that some monies from the pool should be removed as they were her pre-marital assets. I did not accept the Wife's belated objection in this regard. The Husband was essentially the one who had financed all the matrimonial assets during the marriage.

Step 2: Indirect contributions

131 The issue of indirect contributions was contested by the parties from the start.

THE WIFE'S POSITION

132 The Wife submitted that she had made very substantial indirect financial and non-financial contribution towards the family during the marriage.[154] Their roles as husband and wife had always been clearly defined: the Husband was to be the family's breadwinner and she was to care for the household and their four children so that the Husband was free to devote himself to his career unencumbered by household and child care concerns.

133 She also gave evidence that, even whilst she was working full-time in the firm at the start of the marriage before the parties had children, she had taken care of the household by herself. As they did not have a domestic helper, she did all the household chores and cooked on most weekday evenings after work.

134 When she became pregnant with their first child, C1, in 2001, both parties agreed that she would become a full-time homemaker and the children's main caregiver in line with their plans for a large family. According to the Husband, she was then Head of the firm's IT department, having risen through the ranks. After the birth of C1 in 2001, the other three children followed in fairly quick succession in 2002, 2004 and then 2008. The Wife claimed that, due to the Husband's long working hours, she was left to handle her pregnancies and care for the children on her own. Their domestic helper helped only with household chores and the Wife did not delegate her child care responsibilities. As he was very busy with his work and needed to rest when at home, the weight of child care in all respects for a growing brood of 4 young children, who were close in ages, fell on her. This included night and sick care, doctor's visits, play, teaching of manners and discipline, supervision of their studies, planning of

154 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 24.

co-curricular activities, and ferrying them around for their programmes. She claimed that the Husband, when he was not pre-occupied with work and his social life, chose to stay out late drinking on Friday nights or go wakeboarding on the weekend instead of spending time with the family.

135 Apart from caring for and spending time with the Husband, she also helped organise and cook for large dinner parties at home for his colleagues. When he asked her some years after their marriage to help with his personal administrative tasks, she essentially became his home personal assistant whom he entrusted to, for example, file his tax returns, attend to his personal letters, prepare documents and cheques for his signature,[155] and, as she was financially trained, help him monitor his investments by preparing and updating spreadsheets.[156]

THE HUSBAND'S POSITION

136 Although the Husband conceded that he had put in "exceedingly long working hours" at work, his position was that he had played a "not insignificant part" in raising the children.[157] When they were babies, he would bathe them, make their milk formula and change their diapers wherever needed. Amongst other things, he would spend playtime with the children and participate in outdoor sports with them. He also helped them with their homework, in particular C1 and C2 with Mathematics. In addition, he ferried the children to a number of their extra-curricular activities, brought them out for various leisure activities, and frequently travelled overseas with them.

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155 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at paras 24.122-24.126.

156 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 24.123.

157 Husband's submissions dated 25 August 2015 at para 79.

MY DECISION

137 It was clear from the evidence that the Wife's indirect non-financial contributions to the welfare of the family were very substantial, in particular after she became a full-time homemaker and care-giver for the children in 2001.

138 It was also clear that the Husband's indirect financial contribution to the marriage, as sole breadwinner of the family, was very significant. Given the nature of his work and his level of responsibility (as senior partner in the firm), it must be expected that his hours would have been long with demands placed on his time and availability for work and travel. That said, I was satisfied that within the time that he had outside of his work, he was a good and engaged father.

139 In the circumstances, I found it fair to attribute the indirect contributions to the marriage in the proportion of 75% to the Wife and 25% to the Husband.

Step 3: Final ratio for division

140 A simple average of the two ratios above yielded an overall divisional ratio of 62.5:37.5 in favour of the Husband. In *ANJ v ANK*, the Court of Appeal set out three relevant and non-exhaustive factors in determining if the relative weightage of the ratios should be adjusted: (a) the size of the matrimonial pool, (b) the duration of the marriage, and (c) the nature and extent of the parties' indirect contributions (see *ANJ v ANK* at [27]).

141 I was of the view that there was no need to adjust the weightage to be attributed to each ratio. As a counter-check and to validate the overall divisional ratio, I also considered various precedents which offered helpful guidance in my

assessment of a just and equitable division. The ratio of 62.5:37.5 was consistent with those precedents.

142 I considered the case of *Tan Hwee Lee v Tan Cheng Guan and another appeal and another matter* [2012] 4 SLR 785. There, the Court of Appeal observed that in long marriages, previous cases tended toward giving the non-working spouse a greater proportion of the matrimonial assets. The Court cited academic studies of decided cases which showed that the non-working spouse generally received between 35% and 50%, or even more, depending on the length of the marriage, even if that spouse did not make any direct financial contribution.

143 I also considered some cases with broadly similar facts. The first was *Chen Siew Hwee*. The parties there had been married for 17 years with no children. The wife's non-financial contributions were in taking care of the husband and her in-laws, but those were not very substantive. She did not work and there was no evidence that she had provided any financial support during the marriage. Andrew Phang J (as he then was) awarded the wife 35% of the matrimonial pool. This excluded the wife's maintenance for which she was awarded $12,000 per month.

144 In the case of *Woon Wee Lee v Koh Ai Hua* [2012] SGHC 128, the marriage lasted 25 years before separation, with no children. The wife worked in various jobs as a clerk, performed some odd jobs, and taught flower arrangements and tailoring. The husband was the main breadwinner. Even though it was a childless marriage, the court found that the wife had contributed significantly to the family's welfare, particularly in the early years of the marriage. The court awarded the wife 40% of the matrimonial pool (which did not include her lump sum maintenance).

145 In the case of *Chan Yuen Boey v Sia Hee Soon* [2012] 3 SLR 402, Steven Chong J (as he then was) observed at [34] that from his review of the cases, the proportion awarded to homemaker wives who had made modest financial contributions to marriages lasting 17 to 35 years with children ranged between 35% to 50% of the total matrimonial assets. At [35], Chong J observed that the exceptions, where the apportionment in favour of the wife was less than 35%, typically involved cases where the total pool of matrimonial assets had been very substantial in excess of $100m. In those exceptional situations, the apportionment to the wife had nevertheless been substantial in absolute terms.

146 All these cases were either affirmed by, or broadly consistent with, the latest Court of Appeal decision in *TNL v TNK*. Turning to the present facts, I noted that this was a relatively long marriage of 16 years with four children. Although the Wife had not made any direct financial contributions during the marriage, a 37.5% award of the matrimonial pool to the Wife was, in the circumstances earlier outlined, a just and equitable division that was in line with the precedents and the current position at law.

147 I thus determined that the final ratio for division of the matrimonial assets was to be 62.5:37.5 in the Husband's favour.

Distributing the assets

Implementing the division order

148 In distributing the assets, I ordered that each party retain their assets in their respective sole names. As the Wife's 37.5% share of the total matrimonial assets amounted to $4,043,333 and she held $1,555,617 of the matrimonial assets in her sole name, the Husband was to pay the Wife the balance of $2,487,716.[158]

The silver cutlery set and the Millennium bowl

149 As mentioned above at [125], there remained a silver cutlery set and a Millennium bowl to be dealt with. The Husband had asked that these items be given to him. As the Wife agreed that the Millennium bowl in her possession was a gift to the Husband from his mother,[159] I ordered that it be returned to him. It was not disputed that the silver cutlery set in the Wife's possession was a wedding present from the Husband's parents and therefore a matrimonial asset. The Wife and the Husband valued the silver cutlery set at $3,807 and $10,000 respectively. However, the Wife had stated on affidavit that when she moved out of the matrimonial home in October 2012, the parties had split up the silverware/household items during which they agreed that she would keep the set.[160] Parties thus agreed to exclude the silverware/household items, including the silver cutlery set, from the asset pool for division.[161] As the Husband did not dispute the Wife's assertions on affidavit, and adopting his higher valuation of the set at $10,000, I ordered that he pay that sum to the Wife in return for the silver cutlery set. No objection was then raised by counsel when I made this order.

The Wife's proposal for a trust fund to be set up for the children

150 The Wife also proposed that each party set aside 20% of the assets awarded to them to set up a trust fund for the children's post-secondary education expenses, up to and including their first university degree. As she was then asking for equal division, this would amount to 20% of the total pool of assets to be held on trust for the children.[162] The trust fund was to be

158 Minute Sheet dated 10 November 2016 at p 8.

159 Wife's 1st Affidavit of Assets and Means dated 7 May 2014 at para 15, S/N 13.

160 Wife's 2nd Ancillary Affidavit dated 19 June 2015 at para 25.

161 Wife's submissions dated 25 August 2015 at paras 124.22 and 122.5.

administered by an independent trustee, with the running costs to be paid from the trust fund. I was, however, not convinced that this was necessary or appropriate. The real issue in this case was not the funding of the children's education but whether parties' could agree on their children's educational pathways. There were also practical issues in getting the parties to agree on the terms of the trust, the appointment of a trustee, and the costs and other details of the trust. Furthermore, administering a trust such as that proposed to provide for the differing educational needs of four children would bring about a high possibility of satellite conflict and litigation.

Conclusion on the division of matrimonial assets

151 Drawing together my findings on the division of matrimonial assets above, my orders were as follows:

(a) The matrimonial assets of $10,782,223 were to be divided in the proportion of 62.5% for the Husband and 37.5% for the Wife.

(b) Each party was to retain their respective assets in their sole names.

(c) As the assets in the Wife's possession were valued at $1,555,617, the Husband shall pay the Wife the balance of her share of $4,043,333 (being the sum of $2,487,716 computed at 0.375 of $10,782,223), plus an amount of $10,000 for the silver cutlery set, by end December 2016.

(d) The Wife shall give the Husband the silver cutlery set and the Millennium bowl by end December 2016.

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162 Wife's submissions dated 25 August 2015 at para 3.1.

Maintenance for the Wife

Background facts

152 The Wife was 44 years old at the time of my order, and had recently re-entered the workforce on 1 February 2016.[163] For ease of reference, I recapitulate some of the relevant background facts.

153 The Wife is an Australian citizen and a Singapore PR. She has a Master's degree in Business Administration from the University of Melbourne.[164] When she stopped work in 2001, she was the Head of the firm's IT Department. During the marriage, she assisted the Husband in managing his financial affairs and drew up spreadsheets to track his finances. She re-started work as a Finance Officer in a real estate company in February 2016, earning a basic salary of $2,300 a month, of which 9% of was pegged as a Monthly Variable Component. She was also receiving a monthly income of A$1,100 from the rental of her Australian property.

154 The Husband was a senior audit partner, whose income had increased by about tenfold since the start of the marriage in 1998.[165] He earned a substantial yearly income of at least $1.68m. While he said that he would reach the mandatory retirement age of 58 years at the firm in a few years, my view was that with his skills and experience in his field of work, it was highly probable that he would have little difficulty in continuing to work, if not in the same firm, then in some consultative or other capacity with that firm or another organisation and with quite a number of productive working years in a substantial income-earning capacity ahead of him. In this regard, it should be

163 Minute Sheet dated 10 November 2016 at p 9.

164 HCB 1-2; Husband's Bundle of Affidavits vol 2 at pp 1080-1081.

165 Wife's submissions dated 25 August 2015 at para 68.

noted that the Husband works in a field where experience is especially valued and essential.

The parties' arguments

155 The Wife sought a lump sum maintenance of $2,448,000, being a sum of $6,000 per month for the next 34 years.[166] According to her, this was justified because of her expenses, the economic prejudice she suffered from becoming a stay-at-home mother, the financial inequalities between the spouses, and the uncertainties of her income-earning capacity as a single mother to four young children. The Husband argued that no maintenance should be awarded to her as the monies due to her upon the division of matrimonial assets would be enough to even out any financial inequalities during the marriage. Alternatively, he proposed a "sliding-scale maintenance schedule"[167] which would start at $13,700 per month for *the Wife and the children altogether*. This was to be progressively lowered on account of the salary that the Wife would earn in the workforce. At a subsequent hearing, the Husband proposed, instead, a monthly maintenance of about $11,500 in addition to certain reimbursements that he would provide for the children's expenses in educational and co-curricular activities.[168]

My decision

156 I ordered a lump sum maintenance of $240,000 to the Wife, being a multiplicand sum of $2,500 per month for the next eight years.[169] The Wife presently earned a gross income of $2,300 per month and received A$1,100 per

166 Wife's submissions dated 25 August 2015 at para 3.3.

167 Husband's submissions dated 25 August 2015 at para 134.

168 Husband's further submission at para 23.

169 Minute Sheet dated 10 November 2016 at pp 8-9.

month from property rental. I estimated her net income to be $2,000 per month. Based on counsel's joint summary itemising her expenses,[170] I determined her living expenses to be around $4,500 per month (rounded up from $4,447), being one-fifth of the household, transport and domestic helper's expenses on top of her other personal expenses. The breakdown of these heads of expenses was as follows:[171]

(a) Household expenses, including rent: $2,139 (being one-fifth of the total household expenses for five persons (excluding the domestic helper), which I determined to be $10,695).

(b) Car and transportation costs: $212 (being one-fifth of the total car and transportation expenses for five persons, which I determined to be $1,058).

(c) Domestic helper's expenses: $241 (being one-fifth of the domestic helper's expenses for five persons, which parties agreed at $1,209.67).

(d) Other personal expenses (including dental and medical expenses, and various sundry items): $1,855.[172]

I thus arrived at a multiplicand of $2,500 per month.

157 In arriving at my decision on the multiplicand to be adopted, I considered it necessary to factor in housing rental for the Wife and the children. This was because, although it may be argued that the Wife could, with her share

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170 Husband's 5th written submissions dated 18 November 2015, Tab on Maintenance.

171 Minute Sheet dated 10 November 2016 at p 4.

172 Husband's 5th written submissions dated 18 November 2015, Tab on Maintenance at p 44.

of the matrimonial assets, buy a property for the family and save on rent, I bore in mind that the Husband, as well as the Wife and the children, had lived and continued to live in landed rental housing in good residential areas. The price of an equivalent landed property would likely be close to or exceed the value of her share of the assets. During their 16-year marriage, the parties also chose not to buy or invest in Singapore residential property, preferring to rent landed property. They did not own any joint assets. While adjustments are expected of all family members upon a divorce, the Wife's share of the matrimonial assets was her due and she should not be put in a position that was to her disadvantage relative to the Husband in deciding on how she wished to use and invest her share of the assets.

158 Accordingly, I adopted a multiplier of eight years, taking also into account the fact that C4, the youngest child, would be 16 years old by that time and possibly ready to go to boarding school in the UK.

159 Overall, this amounted to a lump sum maintenance of $240,000 for the Wife, which I found to be appropriate in all the circumstances. The Wife's income-earning capacity was vastly different from the Husband's. She had not worked since 2001, when their first child, C1, was born. She would have to continue to care for the younger children for the next seven to eight years during their studies in Singapore. Furthermore, C2 has some measure of autism spectrum disorder (Asperger's Syndrome) whereas both C2 and C3 has dyslexia, which would require special attention in their care. This lump sum maintenance would supplement the Wife's share of the matrimonial assets, in order to even out any inequality arising from her having stopped work to care for the children and to enable her to reskill during the transition. Given the fundamental changes over the last 16 years since 2001 to the needs and culture of the dynamic economic landscape, it is likely that the Wife would have to

upgrade her financial and other skills considerably and to re-skill to remain employable and to improve her earning capacity. There was also no issue with the Husband's capacity to pay this amount.

Maintenance for the children

160 In relation to the children, the parties could not agree on the maintenance quantum and the payment logistics. Here, the Wife asked for $24,690 per month for the children (comprising $5,350 for C1, $8,430 for C2, $5,530 for C3, and $5,380 for C4).[173] She pointed out that the Husband was a man of some means, and that this amount was only 14.75% of his total monthly income of around $167,379.[174] She also asked that the Husband pay a further sum of $200,000 to buy a new replacement car when the current car would have to be scrapped in June 2018.[175] The car was necessary to ferry the children for their various activities.

Quantum of maintenance and payment logistics

161 On 17 November 2015, counsel submitted a joint summary which contained an itemised list of the Children's expenses, including the parties' respective estimates of the various items ("the Children's List of Expenses").[176]

Living expenses

162 Based on the Children's List of Expenses and the evidence before me, I considered it appropriate to ascribe the following amounts to these items:

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173 Wife's submissions dated 25 August 2015 at para 87.

174 Wife's submissions dated 25 August 2015 at para 87.

175 Wife's submissions dated 25 August 2015 at para 146.

176 Husband's 5th written submissions dated 18 November 2015, Tab on Maintenance.

(a) Household expenses, including rent: $8,556 (being four-fifths of the total household expenses for five persons, which I determined to be $10,695).

(b) Car and transportation costs: $846 (being four-fifths of the total car and transportation expenses for five persons, which I determined to be $1,058).

(c) Domestic helper's expenses: $969 (being four-fifths of the domestic helper's expenses for five persons, which parties agreed at $1,209.67).

(d) Other sundry expenses (which included, among other things, passport renewal fees, toys, clothing, travel insurance and family outings): $2,820.07.

163 From the above, I had determined the children's total monthly expenses for these items to be around $14,200 (rounded up from $14,191). The amount did not include the Children's boarding school expenses in the UK, if any, which the parties agreed that the Husband would bear, including all their overseas living expenses and travel costs. Having reviewed my figures, however, I noted that there had been a mistake in my calculation. The total figure for the children's monthly expenses should be $13,190 and not $14,191. As such, my order for monthly maintenance of the children should have been for $13,200 and not $14,200.

164 As it was then likely that their eldest child, C1, would go to a UK boarding school in September 2017 or in 2018, I also ordered that the Husband would pay monthly maintenance reduced by $500 a month, beginning from the month after C1 leaves for the UK. I fixed this amount for reduction after

considering the likely expenses for C1 during her vacation months in Singapore. I did not deduct a proportionate amount for fixed or overhead expenses such as rental and certain household expenses. After deducting the amount of $500, the revised figure to be paid by the Husband, for the period during which C1 would be away, would be $13,700 based on my initial figure of $14,200, and $12,700 based on the revised figure of $13,200.

Educational, medical and dental expenses

165 The amount in the preceding paragraph for the children's living expenses did not include fees for bus transport, school co-curricular activities, school outfits, school books and art supplies, piano books and piano tuning, private enrichment classes, miscellaneous school expenses, and medical and dental expenses (including orthodontic treatment for C2, and therapy and counselling for C2 for his autism spectrum disorder or Asperger's Syndrome). Drawing on the Children's List of Expenses, I determined the monthly expenditure for these items to be $10,000.[177]

166 Parties could not agree on the payment arrangements. The Wife wanted the monies for these items to be added to the monthly maintenance amount due to be paid to her and sought power to administer the children's maintenance. The Husband, proposed making direct payments by GIRO to certain service providers and for the remainder of the sum for the children's educational and co-curricular expenses to be transferred to a bank account to be set up by the Wife solely for facilitating payments by him. The Wife was to provide satisfactory proof (*eg,* receipts) of these expenses, and she would have to obtain his consent if she wished to enrol the children in any private enrichment classes

177 See Husband's 5th written submissions dated 18 November 2015, Tab on Maintenance.

and co-curricular activities in addition to those already contained in the children's schedule as of 8 July 2016.[178]

167 As the parties were unable to agree on the logistics, I directed the following payment arrangements:

> (a) In addition to the $14,200 to be paid for the children's living expenses, the Husband was also to pay an advance of $12,000 per month for their educational, medical and dental expenses into a designated bank account set up by the Wife ("the Children's Expenses Account"). These would cover essential variable items such as medical and dental expenses as well as educational expenses to different service providers. The total average amount to be spent per month was not to exceed $10,000. Although I had determined the children's monthly educational, medical and dental expenses to be $10,000, I provided for an upward margin of $2,000 (*ie*, up to $12,000 per month) to obviate problems associated with any shortfall of funds which might occur because of different payment cycles. For example, payment for educational or CCA courses might require an advance lump sum payment thus jacking up the payments in a particular month to more than $10,000. This could be evened out in subsequent months through a reduced expenditure of less than $10,000 per month. Any shortfall was to be topped up by the Husband within a month and any excess not used would be set off to reduce the Husband's subsequent monthly payments. Should C1 go to boarding school in the UK, the amount spent on her for these variable items would be reduced, and similarly for the other 3 children. Upon all the children reaching 21 years of age, any surplus remaining in the Children's Expenses Account was to be paid back to the Husband.

178 Husband's submissions dated 8 July 2016 at para 12.

(b) The Wife was to submit a 3-monthly statement for the children's educational, medical and dental expenses, together with relevant supporting receipts or other appropriate documentation.

168 I did not accept the Wife's proposal on the payment logistics as it was not flexible to accommodate the children's changing expenditure patterns. The arrangement in the preceding paragraph was geared towards addressing: (a) the concern that the Husband might, because of his busy schedule, inadvertently fail to pay; and (b) to minimise disagreement and conflict by providing for a 3-monthly expense submission by the Wife, which would save the Husband time and effort in scrutinising every expenditure before paying every month. This decision was arrived at after hearing counsel and with no apparent objection from either side. I emphasise that this was purely a logistical arrangement; the absolute amount to be paid by the Husband for the children's variable expenses, which was not to exceed $10,000, would still be determined by the children's actual expenses as supported by receipts and invoices, and be subject also to the qualifier that the Wife was to obtain the Husband's consent if she wished to enrol any of the children in any private enrichment classes and co-curricular activities beyond those already in their schedule of activities as at 8 July 2016. Any concern that this could lead to unjustifiable or excessive claims would be adequately addressed by the submission of quarterly statements and supporting receipts by the Wife to the Husband. It was, for this reason, that the order also recorded that if the children's expenses were below $36,000 for one quarter, the difference would be offset by the Husband's $12,000 payment for the subsequent month (*ie,* that the Husband would pay less in the subsequent month). Similarly, any surplus remaining in the Children's Expenses Account would be paid back to the Husband upon all of the children reaching 21 years of age.

169 These arrangements are meant as a broad framework for the parties to co-operate in ironing out finer details. No court order can be comprehensive; this framework sets a minimum standard. Should the arrangement not work out, parties are at liberty to agree to vary or apply to amend the arrangement. It is largely for the parties to decide when one, if not both, will depart from the past as they knew it and move forward to work out some workable arrangement to collaborate and cooperate as divorced spouses with a continuing role to co-parent their children in a way that: (a) will allow the children maximum room for growth and to develop their relationship with each parent; and (b) will accord the parties, as parents, space to each find and create their own unique relationship with each child in a way that makes each important family occasion, *eg*, graduation or a birthday party, a happy and not an uncomfortable occasion for the children when both parents attend.

170 Finally, I ordered that the Wife was to obtain the Husband's consent before enrolling the children in any additional enrichment class and co-curricular activity, failing which she would be solely liable for the costs of such class or activity. Further, these activities were not to be arranged during the Husband's access time with the children. The Husband has, in his Notice of Appeal, said that he would be submitting on appeal that this clause that I have just dealt with should further provide "that the Plaintiff [Wife] is at liberty to withdraw the children from any of the private enrichment classes and ECAs/CCAs as set out in Annex A, if the children do not want to continue to be enrolled in them."

171 I am a trifle puzzled by this point, which was not raised at the hearing. If the children do not want to continue with a class or activity, the Wife should be able to withdraw them from that class or activity without the need for an order of court so specifying. This is precisely one example of a matter that

parties should try to resolve themselves without lawyers or the court. If there was a mistake in the Notice of Appeal and what was sought was for the Husband to have liberty to withdraw the children from a class or activity, my remarks are the same.

The Wife's claim of $200,000 for a new replacement car

172 Last but not least, the Wife wanted the Husband to pay $200,000 for her to buy a new replacement car when the current car has to be scrapped in June 2018. She had been using a 7-seater Toyota Previa to ferry the four children to and from their various activities. A car of similar make and model would cost about $200,000 (inclusive of the Certificate of Entitlement (COE)) and the Husband had always paid for such a family car during the marriage. Alternatively, she proposed that the monthly maintenance from June 2018 be increased to provide for the instalment payments for a new car.[179] The Husband argued that the Wife was able to buy a new car with her share of the matrimonial assets.

173 As the car was essentially "a family car" used for the benefit of the children, albeit also used by the Wife for her personal use and more so now since she had started working from February 2016, I directed that the parties were to share equally in the cost of a new equivalent replacement car, at a time when the current car would have to be scrapped or earlier as may be agreed by the parties.

Conclusion

174 In conclusion, the orders that I made above may be summarised as follows:

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179 Wife's further submissions dated 21 October 2015 at para 27.

(a) The parties' matrimonial assets of $10,782,223 are to be divided in the proportion of 62.5% for the Husband and 37.5% for the Wife. In addition, the Husband shall pay the Wife $10,000 in exchange for the silver cutlery set.

(b) The Husband shall pay $240,000 lump sum maintenance to the Wife.

(c) The Husband shall pay the Wife $14,200 per month as maintenance for the children's living expenses. Should C1 go to boarding school in the UK, the Husband shall pay $13,700 per month instead, beginning from the month after C1 leaves for the UK.

(d) The Husband shall also pay an advance of $12,000 per month into the Children's Expenses Account for the children's educational, medical and dental expenses. Any shortfall shall be topped up by the Husband within a month and any excess shall be set off against the Husband's subsequent monthly payment. Should C1 go to boarding school in the UK, the amount shall be reduced by the amount spent for C1 per month.

(e) The Wife is to obtain the Husband's consent, such consent not to be unreasonably withheld, before enrolling any of the children in additional enrichment classes and/or co-curricular activities.

(f) The Husband is to pay 50% of the net cost of a new replacement car equivalent to or approximating the existing Toyota Previa inclusive of COE.

175 The parties shall also bear their own costs.

Foo Tuat Yien
Judicial Commissioner

Carrie Gill and Thian Wen Yi (Harry Elias Partnership LLP)
for the plaintiff;
Josephine Chong and Esther Yeo (Josephine Chong LLC)
for the defendant.

Annex: Joint Summary of Matrimonial Assets

S/N	Assets	Value (SGD)	Direct Financial Contributions	
			Wife	Husband
(A)	**Wife's Assets**			
1	Toyota Previa	79,500.00	0%	100%
2	AXA Life Insurance XXX-XXXX486	27,394.00	0%	100%
3	Manulife Signature Protector 5 II XXXXX112	39,581.00	0%	100%
4	DBS Autosave XXX-XXXX68-0	20,321.00	0%	100%
5	DBS Savings Plus XXX-XXXXX-516	3,397.00	0%	100%
6	DBS Trigger Express Unit Trusts (2,500 units)	24,975.00	0%	100%
7	UOB Current Account XXX-XXX-X49-0	30,745.00	0%	100%
8	UOB Global Currency XXX-XXX-X42-9	1,374.75	0%	100%
9	UOB Uniplus Savings Account XXX-XXX-X01-4	51,795.00	0%	100%
10	UOB SGD FD XXX-XXX-X75-8	152,109.00	0%	100%

11	UOB SGD FD XXX-XXX-X78-0	51,720.00	0%	100%
12	Standard Chartered Bank e$aver Account XX-X-XXXX70-2	6,146.00	0%	100%
13	Rental deposit (Novena terrace house)	14,000.00	0%	100%
14	Property in Australia (A$790,000)[180]	795,166.60	0%	100%
15	UOB AUD FD XXX-XXX-X75-8 (A$76,573)	77,073.79	0%	100%
16	Commonwealth Bank Australia Award Saver XX-XXXX-XXXX-X954 (A$12,324.65)	12,405.25	0%	100%
17	Commonwealth Bank Australia Complete Access XX-XXXX-XXXX-X742 (A$3,430.10)	3,452.53	0%	100%
18	Commonwealth Bank Australia FD XXXXX765 (A$51,636)	51,973.70	0%	100%
19	Commonwealth Bank Australia FD XXXXX763 (A$8,928)	8,986.39	0%	100%
20	Commonwealth Bank Australia FD XXXXX213 (A$15,000)	15,098.10	0%	100%

[180] For all Australian dollar assets, exchange rate of A$1 to S$1.00654 as of 18 Sept 2015 (the first day of ancillary matters hearing) was adopted.

21	OCBC AUD FD XXX-XXXXXX-401 (A$17,446)	17,560.10	0%	100%
22	W's Legal fees: 16/09/13 Cheque No. XXXX664	33,946.75	0%	100%
23	W's Legal fees: 04/02/14 Cheque No. XXXX217	36,896.24	0%	100%
	Sub-total	**1,555,617.20**		
(B)	**Husband's Assets**			
1	Monies in the firm's Current Account	980,549.87	0%	100%
2	Monies in the firm's Capital and Loan Account	552,000.00	0%	100%
3	Pro-rated profit allocation due from the firm	634,970.19	0%	100%
4	DBS Autosave XXX-XXXX48-9	4,716,779.04	0%	100%
5	UOB XXX-XXX-X47-4	127,096.04	0%	100%
6	DBS XXXX-XXXXXX-X-031	36,267.00	0%	100%
7	Rental deposit (Newton bungalow)	45,000.00	0%	100%
8	Loan to the Husband's friend, D	25,000.00	0%	100%
9	Friends Provident Policy No.	11,258.75	0%	100%

	XXXXXX601 (£6,311.31[181])			
10	Invesco Perpetual Asian Fund (990 out of 2,590 shares included in pool of assets) (2,590 shares valued at £10,593.10; thus 990 shares valued at £4,049.10)	7,223.19	0%	100%
11	Cash held on behalf by HSBC brokers (£65,429.27)	116,719.27	0%	100%
12	Barclays, Danbury Bank Account No. XXXXX135 (£218,376.21)	389,561.32	0%	100%
13	Barclays, Danbury Bank Account No. XXXXX815 (£105,565.46)	188,318.22	0%	100%
14	Barclays, Danbury Bank Account No. XXXXX779 (£7,074.59)	12,620.36	0%	100%
15	Alliance and Leicester Isle of Man Account No. XXXXXXXX333 (£64,793.82)	115,585.70	0%	100%
16	Santander, Jersey Bank Account No. XXXXXX-XXXXX854 (£66,914.33)	119,368.47	0%	100%

[181] For all assets in British pounds, the post-Brexit exchange rate of £1 to S$1.7839 as of 23 August 2016 (the second day of ancillary matters decision) was adopted.

17	Natwest Account No. XXXXX930 (£10,973.93)	19,576.39	0%	100%
18	Cranbrook property (The value was held to be S$430,506. Based on the previous exchange rate of £1 to S$2.115, this amounts to £203,548.94. Using the post-Brexit exchange rate as of 23 Aug 2016, the value should be S$363,110.95.)	363,110.95	0%	100%
19	Barclays Current Account No. XXXXX200 (£1,163.38)	2,075.35	0%	100%
20	Loan to wakeboard boat owner	40,000.00	0%	100%
21	Loan to co-worker for her father's medical bill	30,000.00	0%	100%
22	Ex-gratia payment to co-worker	58,816.00	0%	100%
23	Alleged payment to the Husband’s present wife	10,334.00	0%	100%
24	H's PI fees: 28/03/13 Cheque No. XXXX913	25,145.00	0%	100%
25	H's PI fees: 10/04/13 Cash Cheque	15,000.00	0%	100%
26	H's PI fees: 13/05/13 Cheque No. XXXX936	25,145.00	0%	100%
27	H's PI fees: 14/06/13 Cash Withdrawal	100,000.00	0%	100%
28	H's PI fees: 21/10/13 Cheque No. XXXX019	32,100.00	0%	100%

29	H's Legal fees: 14/09/12	10,000.00	0%	100%
30	H's Legal fees: 25/10/12	24,358.91	0%	100%
31	H's Legal fees: 27/11/12	15,023.29	0%	100%
32	H's Legal fees: 15/02/13	21,190.45	0%	100%
33	H's Legal fees: 25/03/13	28,083.04	0%	100%
34	H's Legal fees: 11/04/13	21,562.64	0%	100%
35	H's Legal fees: 24/06/13	28,413.35	0%	100%
36	H's Legal fees: 15/07/13	27,710.40	0%	100%
37	H's Legal fees: 21/08/13	28,926.13	0%	100%
38	H's Legal fees: 23/09/13	40,725.39	0%	100%
39	H's Legal fees: 01/11/13	26,481.00	0%	100%
40	H's Legal fees: 28/11/13	38,676.77	0%	100%

41	H's Legal fees: 19/12/13	42,058.46	0%	100%
42	H's Legal fees: 15/01/14	40,906.98	0%	100%
43	H's Legal fees: 17/02/14	32,869.51	0%	100%
	Sub-total	**9,226,606.43**		
	<u>Total pool of assets (A)+(B)</u> ***Note: Assets which have been excluded from the matrimonial pool have not been reproduced in this table.***	**10,782,223.63**		