

**IN THE APPELLATE DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2023] SGHC(A) 16

Civil Appeal No 61 of 2022

Between

WFE

... Appellant

And

WFF

... Respondent

In the matter of Divorce (Transferred) No 5533 of 2020

Between

WFE

... Plaintiff

And

WFF

... Defendant

JUDGMENT

[Family Law — Matrimonial assets — Division — Application of structured approach under *ANJ v ANK* [2015] 4 SLR 1043]

[Family Law — Matrimonial assets — Division — Determination of direct contributions]

[Family Law — Matrimonial assets — Division — Treatment of joint bank accounts]

[Family Law — Matrimonial assets — Division — Direct contributions — Sharing and gifting]

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WFE

v

WFF

[2023] SGHC(A) 16

Appellate Division of the High Court — Civil Appeal No 61 of 2022
Kannan Ramesh JAD, Debbie Ong Siew Ling JAD and Aedit Abdullah J

30 January 2023

28 April 2023

Judgment reserved.

Debbie Ong Siew Ling JAD (delivering the judgment of the court):

1 This judgment analyses some issues that often arise in the application of the structured approach in *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ*”) when the court divides matrimonial assets pursuant to s 112 of the Women’s Charter 1961 (2020 Rev Ed) (the “Charter”).

2 We will refer to the appellant as the “Wife” and the respondent as the “Husband”. This is the Wife’s appeal against the decision of the Judge of the General Division of the High Court (the “Judge”) in *WFE v WFF* [2022] SGHCF 15 (the “Judgment”) in relation to the orders concerning the division of matrimonial assets.

3 The Wife and the Husband were married on 28 June 1997. The Wife is a doctor while the Husband was employed in the Singapore Armed Forces and

retired in 2008. The parties have three sons. At the date of the hearing, they were 23, 19 and 16 years of age respectively. The Wife commenced divorce proceedings against the Husband on 4 December 2020. The interim judgment of divorce was granted on 15 July 2021.

4 On 4 October 2022, the Wife filed AD/SUM 35/2022 (“SUM 35”) as part of the present appeal to seek leave to adduce additional evidence. The evidence included a notice of transfer of a property in Holland Road showing that she had sold the property for \$1.398m (the “Notice of Transfer”) and an “Edgeprop” webpage showing the historical transaction prices for an apartment in Peck Hay Road (the “Webpage”) (collectively, the “Documents”). Broadly, the Wife argued that the Documents relate to sale proceeds from two private properties that she inherited upon her late father’s death in 1999, and that these sale proceeds were traceable to holdings in her personal Central Depository Account ending 5068 (the “CDP Account”). SUM 35 was allowed on 25 November 2022, with costs of and incidental to the application to be costs in the cause in the present appeal.

Decision in the General Division of the High Court

5 We briefly summarise the portions of the Judge’s decision which have been appealed against. The Judge identified the value of the pool of matrimonial assets to be \$9,832,718.29. He held that the Wife was entitled to 59.63% (*ie*, \$5,863,249.92) while the Husband was entitled to 40.37% (*ie*, \$3,969,468.37).

6 The Judge identified the CDP Account, which was valued at \$3,007,166.98, to be a matrimonial asset. The Wife argued that the shares in the account were traceable to her inheritance and hence should be excluded from the pool of assets to be divided. The Husband contested this and submitted that

the Wife had not given any evidence to demonstrate the link between the CDP Account and her inheritance. The Judge found that there was no evidence to show that the CDP Account was traceable to her inheritance, whether in terms of the shares being acquired by inheritance moneys or having been directly transferred from her late father's estate. The Judge also included in the pool of matrimonial assets a sum of \$89,858.54 held in the Wife's personal bank account ending 7001 (the "Insurance Moneys"), which the Wife claimed she was holding on trust for her eldest son. Finally, the Judge included a Honda Fit vehicle (the "Vehicle") in the pool of matrimonial assets. The Husband had used \$40,000 from the parties' joint bank account to pay for the Vehicle. The Wife asked for the \$40,000 to be included in the pool. The Husband disagreed and explained that the Vehicle was purchased with the \$40,000 withdrawn from the parties' joint account, and that the Vehicle was used as a family car after the Wife left the matrimonial home with their previous family car. The Husband's explanation was accepted by the Judge.

7 With regard to the parties' direct contributions, the central contention pertained to the parties' contributions to their matrimonial home at Toh Tuck Walk (the "Toh Tuck Property"), specifically, in respect of the following funds: first, \$220,000.00 from the sale proceeds of the Novena Lodge property which was purchased in the Wife's sole name (the "Novena Lodge Proceeds"); second, \$2,031,353.68 from a Merrill Lynch account jointly held by the parties (the "Merrill Lynch Funds"); third, \$580,156.92 from the sale proceeds of the parties' previous home at Pulasan Road (the "Pulasan Property Net Proceeds"); and finally, \$259,665.00 from the parties' joint bank account for the renovation of the Toh Tuck Property. The Judge determined that the Wife contributed 52.2% (*ie*, \$2,004,330.68) and the Husband contributed 47.8% (*ie*, \$1,832,177.33) towards the Toh Tuck Property.

8 The Judge determined that the parties contributed equally to the Novena Lodge Proceeds. This was based on the Wife's transfer of these proceeds to the parties' joint account, which raised a rebuttable presumption that the Wife intended to share the sale proceeds with the Husband. The Judge also held that the parties contributed equally to the Merrill Lynch Funds, which were derived from the Wife's inherited shares. The Wife had transferred these shares to the parties' joint Merrill Lynch account, and on the liquidation of the shares, she transferred the funds to the parties' joint bank account. The Judge held that this indicated her intention to share these funds with the Husband. As for the Pulasan Property Net Proceeds, the Judge found that the proceeds of sale of the Pulasan property (*ie*, \$945,000) were to be attributed equally between the parties. As the Husband was a joint tenant of the Pulasan property, the Judge found that he owned half the beneficial interest in the property. There was also insufficient documentary evidence to support the Wife's assertion that she had contributed to the bulk of the purchase price of the Pulasan property. After taking into account the refund of moneys to the parties' CPF accounts and the costs of the interim residence pending the purchase of the Toh Tuck Property, the Husband was found to have contributed \$154,518.08 while the Wife was found to have contributed \$425,638.84. Finally, in respect of renovation costs, the evidence showed that the total cost of renovation was \$271,748.00, of which \$42,282.00 was paid from the Wife's personal bank account. The remaining amount of \$229,466.00 was paid from the parties' joint bank account (the "Renovation Cheques"), and thus was attributed equally to the parties. A further aspect of the Judge's determination concerns the Husband's contribution of \$88,249.41, which arose from the sale of shares in his account with UOB Kay Hian Pte Ltd ("UOB Kay Hian"). This was fully attributed to the Husband as his direct contributions to the Toh Tuck Property.

9 The parties' indirect contributions were determined by the Judge to be 55:45 in favour of the Wife. Both parties made sacrifices to meet the needs of the family. Before the Husband retired, the Wife reduced her working hours to care for the children. After his retirement, the Husband took over as the primary caregiver. The Wife was then able to increase her working days to earn more income to meet household expenses. Their mutual support and joint parenting efforts suggested that their indirect contribution should tend towards an equal apportionment with a slightly higher ratio in favour of the Wife.

10 The Judge reached an average ratio of 59.63:40.37 in favour of the Wife. This was based on the parties' direct contributions of 64.25:35.75 in favour of Wife, the full details of which are set out at [23] of the Judgment, and indirect contributions of 55:45 also in favour of the Wife.

The parties' submissions

11 The Wife first argues that the Judge erred in finding that the CDP Account was a matrimonial asset. The holdings in the CDP Account were purchased using moneys she had inherited from her late father. She could not have funded the purchases based on her meagre income as a part-time locum doctor during the marriage, much of which went towards paying for household expenses. Second, she argues that the Insurance Moneys were held on trust for her eldest son and hence should be excluded from the pool of assets. The Insurance Moneys were disbursed to her upon maturity of a life insurance policy purchased for the eldest son. Third, she contests the Judge's determination of the parties' direct contributions to the Toh Tuck Property. She claims that she did not intend to share the Novena Lodge Proceeds or the Merrill Lynch Funds with the Husband. She also argues that there is no basis for the Judge to have relied on a "rebuttable presumption" that she intended to share those moneys by

virtue of her transfer of the moneys to their joint account. With regard to the Pulasan Property Net Proceeds, she submits that there is sufficient evidence that she had contributed to the bulk of the purchase price of the Pulasan property, and hence the sale proceeds should not be attributed equally as their direct contributions. As for the Renovation Cheques, she argues that the funds originated from her contributions to the parties' joint account and should be fully attributed to her. Fourth, she submits that the \$40,000 that went into the acquisition of the Vehicle should be apportioned equally given that it originated from the parties' joint account. Finally, she submits that the Judge's determination of the parties' indirect contributions is erroneous. There is insufficient evidence of the Husband's indirect financial contributions. As for her indirect non-financial contributions, she has, among other things, endured hardships in carrying three pregnancies to term and had sacrificed career progression for the family. The Wife submits that the matrimonial assets should be divided 66.2:33.8 in her favour.

12 The Husband disagrees with the Wife's submissions. First, he submits that there is insufficient evidence to show that the shares in the CDP Account were purchased using the Wife's inheritance. The Husband also disputes the Wife's claim that she had meagre earnings from her part-time job as a locum doctor and that much of it went towards paying for household expenses. As for the parties' direct contributions to the Toh Tuck Property, the Husband largely aligns himself with the Judge's reasoning in respect of the Novena Lodge Proceeds and the Merrill Lynch Funds, that the Wife intended to share these funds with him. With respect to the Pulasan Property Net Proceeds, he submits that there is insufficient evidence of the Wife's direct contributions to the Pulasan property. The Husband also argues, with regard to the funds, that on an application of *Chan Yuen Lan v See Fong Mun* [2014] 3 SLR 1048, the parties

had equal beneficial ownership of the moneys. He argues that the Wife's case in respect of the Renovation Cheques is contingent on her alone contributing to the Novena Lodge Proceeds, the Merrill Lynch Funds and the Pulasan Property Net Proceeds, which has not been shown on the evidence. For the Vehicle, the Husband asserts that the \$40,000 originating from the parties' joint bank account can be traced to his contributions to the said joint bank account. Finally, in respect of the parties' indirect contributions, he points to his bank statement history to demonstrate his indirect financial contributions, and also denies that he was unsupportive or that he failed to contribute financially after retirement.

Issues to be determined

13 The issues for determination are:

- (a) Whether the CDP Account and the Insurance Moneys should be included in the pool of matrimonial assets.
- (b) Whether the Judge erred in the determination of the parties' direct contributions to the Toh Tuck Property and the Vehicle.
- (c) Whether the Judge erred in the determination of the parties' indirect contributions.

Whether the CDP Account and the Insurance Moneys should be included in the pool of matrimonial assets to be divided

Applicable legal principles

14 The Court of Appeal in *NK v NL* [2007] 3 SLR(R) 743 explained the basis of the power to divide assets in the Charter (at [20]):

... The division of matrimonial assets under the Act is founded on the prevailing ideology of marriage as an equal co-operative

partnership of efforts. The contributions of both spouses are equally recognised whether he or she concentrates on the economics or homemaking role, as both roles must be performed equally well if the marriage is to flourish. When the marriage breaks up, these contributions are translated into economic assets in the distribution according to s 112(2) of the Act. ...

15 Upon a divorce, the spouses' different contributions to the marriage are translated into economic assets which are divided between them. The starting point in the division exercise is "the identification of the *material* gains of the marital partnership" [emphasis in original] (*USB v USA and another appeal* [2020] 2 SLR 588 ("*USB*") at [27]). These "material gains" of the marriage are reflected as "matrimonial assets" in the regime in s 112 of the Charter. The definition of a matrimonial asset in s 112(10) generally focuses on two key features: first, it is an asset acquired *by effort* and not by gift or inheritance, and second, it is an asset acquired *during marriage*. Assets with these two characteristics have been described as "quintessential matrimonial assets": *USB* at [19]. Assets which do not have both these characteristics may still be "transformed" into matrimonial assets if they have sufficient connection to the marriage as set out in the Charter's regime. For example, they are matrimonial assets if they were ordinarily used or enjoyed by the parties and their children, constituted the matrimonial home or were substantially improved by the efforts of the parties during the marriage in accordance with the criteria set out in s 112(10) of the Charter.

16 In respect of how matrimonial assets are identified and proved to be such, the Court of Appeal in *USB* has clarified that (at [31]):

... When a marriage is dissolved, in general all the parties' assets will be treated as matrimonial assets unless a party is able to prove that any particular asset was either not acquired during the marriage or was acquired through gift or inheritance and is therefore not a matrimonial asset. The party who asserts

that an asset is not a matrimonial asset or that only a part of its value should be included in the pool bears the burden of proving this on the balance of probabilities. This rule obviates many difficulties that may arise in the court's fact-finding exercise and is consistent with the general approach to legal burdens in civil matters.

The CDP Account

17 The key question is whether there is sufficient evidence to show that the funds in the CDP Account were acquired by inheritance. As explained above (at [16]), the Wife, who seeks to exclude the CDP Account from the pool of matrimonial assets, bears the burden of proving so on a balance of probabilities: *CLC v CLB* [2023] SGCA 10 (“*CLB*”) at [65], which cites and affirms *USB* at [31].

18 The Wife argues in this appeal that she has adduced sufficient evidence to show that the holdings in the CDP Account were derived from her inheritance. Before the Judge, the Wife argued that she would have received at least \$235,679.92 worth of assets from her inheritance. Now, the Wife relies on the Documents to say that she received an additional \$1,030,860.00 from the sale of the two private properties listed at s/n 33 and 34 of the Schedule of the Grant of Probate, in addition to the inheritance sum of \$235,679.92. This is clearly part of her attempt to bolster her case given that it would be more believable that the CDP Account valued at \$3,007,166.98 originated from \$1,266,539.92 (*ie*, the sum of \$235,679.92 and \$1,030,860.00) as compared to just \$235,679.92. Contextualised, what the Wife is arguing is that these inheritance moneys have retained their character as inheritance despite having been invested in securities held in the CDP Account.

19 We see no basis to disturb the Judge's determination that the CDP Account is a matrimonial asset. The starting point in the analysis is that the

parties' assets are treated as matrimonial assets. A party may assert that an asset is not a matrimonial asset as it was acquired by gift or inheritance (s 112(10) of the Charter). The party making such an assertion bears the burden of proving it on a balance of probabilities. This was well established by the Court of Appeal in *USB* at [31]. Thus, the Wife bears the burden of proof in the present case. To discharge this burden, while the Wife is not expected to provide detailed records, as observed in *UYQ v UYP* [2020] 1 SLR 551 ("*UYQ (CA)*") at [4], there "ought to be ***reasonable accounting rigour that eschews flooding the court with details that would obscure rather than illuminate***" [emphasis in original].

20 We are of the view that the Wife has not shown that the funds in the CDP Account are traceable to her inheritance moneys. A party claiming that an asset is acquired by inheritance must adduce sufficient evidence to show the linkage between the asset acquired by inheritance and the currently owned asset; for instance, where moneys in a bank account are concerned, this would include, among other things, the details on the sources of contribution: *CLB* at [72]. There is no evidence of transfers of shares from the Wife's late father's estate to the CDP Account. There is also no evidence that she purchased the shares in her CDP Account using inheritance moneys. Even where there are common shareholdings between her CDP Account and her late father's estate, there are substantial differences in shareholdings unaccounted for. On the Wife's case that she invested the full sum of her inheritance (of \$235,679.92, as before the Judge), this would have required returns of at least 11.35% per annum consistently over the past 23 years. While this was not impossible, there is no evidence from the Wife as to how this might have been achieved. The lack of evidence mentioned above weighs heavily against her case.

21 As for the Wife's reliance on the Documents (see [4] above), this is an entirely new argument that was not raised earlier. Before the Judge, the Wife's case was confined to the sum of \$235,679.92. It is surprising that the Wife omitted to adduce the evidence or make the argument that she sold two inherited private properties which yielded her a substantial sum of \$1,030,860.00 that was then invested into the securities held in the CDP Account given that this might have significantly strengthened her case on this front. This is especially since the Wife had clearly applied her mind to the evidence required for this point – before the Judge, the Wife filed HCF/SUM 127/2022 to adduce evidence in the form of an email thread with UOB Kay Hian concerning the date on which she opened her trading account with the brokerage. Yet, she made no mention of the additional sum of inheritance totalling over a million dollars that she had allegedly used to invest in the securities in the CDP Account, which now forms a substantial portion of her case on appeal. Putting that aside, the Documents do not remedy the lacuna in her case that there is no evidence that she used moneys from her inheritance (including the proceeds from the sale of the two private properties) to purchase the securities in the CDP Account. Further, the Documents do not show that she received \$1,030,860.00 from the sale of the two properties. The Notice of Transfer reflects the sale of a property at No 369 Holland Road (which is listed at s/n 34 on the Schedule to the Grant of Probate) for \$1.398m and that she was the transferor of the property. It does not show that she received the entire proceeds of sale or part of this sum. As for the Webpage, it shows the historical transaction prices of properties between 2002 and 2006 at 21 Peck Hay Road, which alludes to a property listed at s/n 33 on the Schedule to the Grant of Probate. The Wife's claim is that she invested the sale proceeds received from the *en bloc* sale of the property in 2006. However, this is not borne out by the Webpage. It remains unclear how the apartment was disposed of, whether it was sold between 2002 and 2006 or if it was part of the

en bloc sale. There is also no evidence as to the price at which the property was sold, whether she received all or some of the sale proceeds and if she did, how the sale proceeds were utilised.

22 This leaves the Wife's argument that she had a meagre income which was mostly spent on household expenses. According to the Wife, she would have had to contribute \$10,895.53 per month for the past 23 years (this being the length of the marriage) to achieve the value in the CDP Account, and this was not possible on her income. We do not agree that this must necessarily be the conclusion.

23 First, the CDP Account is not a savings account where the moneys are accumulated more or less linearly. The value of the CDP Account is a function of both the direct contributions made to the account in terms of new shares acquired as well as returns on investments and growth in the value of the shareholdings. This means that the Wife's income is not necessarily an accurate barometer or proxy as to whether she could have amassed the shares in the CDP Account.

24 Second, the reasons the Wife offers as to why her earnings were limited are vague and unexceptional. She submits that she worked in a government hospital instead of private practice, that she contributed more of her income to CPF then as compared to now and that she reduced her working hours to care for the children. The submission assumes that working in a government hospital pays little. It does not speak to her earning capacity as a doctor in a government hospital which could possibly be substantial, given that she had attained a specialist degree in Emergency Medicine and was previously a Senior Registrar in the hospital.

25 Third, examining the period between 2018 and July 2021 (the latter date being the date of the statement of the CDP Account), the Wife appears to have overstated how little of her income she would have had for purchasing shares. From 2018 onwards, the Wife worked thrice a week. The Wife produced payslips showing that her gross monthly income was \$13,600 as of August 2021. Using this figure as an approximate for her income between 2018 and July 2021 (this being the date of the CDP Account statement), she would have earned approximately \$584,800 (43 months (from January 2018 to July 2021) multiplied by \$13,600), which is a substantial sum of money that could have gone some way in acquiring the shares in the CDP Account. That the Wife could have purchased the shareholdings in the CDP Account on her income is further reinforced by the Wife's disclosure of the transaction history for her shares from 2018, which shows that numerous share purchases were made after 2015. This coincides with the period, according to the Wife, where she began to increase the number of her working days, to two in 2015 and then three in 2018. This is thus quite unlike the situation in *CLB* where the Court of Appeal determined that certain assets were traceable to the respondent husband's inheritance on the basis that, among other things, he had only worked for about two years in the marriage (at [79]).

26 We conclude by observing that even if it were true that the Wife had a meagre income in the preceding two decades (which we are unable to accept), there is no evidence that the inheritance moneys were invested in the CDP Account. Before us, the counsel for the Wife argued that the moneys must have gone into the CDP Account because of her limited earnings. But as we pointed out at the hearing of the present appeal, this argument cuts both ways. The inheritance moneys could have well been expended by the Wife on the children and family expenses because of her meagre earnings. The point simply is that

while the court may draw reasonable inferences from evidence that is less certain or precise in order to do justice to the parties (*CLB* at [75]), there is no basis in the present case to prefer the inference that the inheritance moneys went towards the CDP Account over the inference that the moneys were expended for her own and the family's needs or used towards acquiring other assets. In the context of the Wife bearing the burden of proof, this severely undermines her case.

27 For these reasons, we affirm the Judge's decision to include the CDP Account in the pool of matrimonial assets.

The Insurance Moneys

28 To recap, the Insurance Moneys are a sum of \$89,858.54 which are part of the Wife's personal bank account ending 7001 that has funds of \$96,135.66. The Insurance Moneys were paid out by NTUC Income to the Wife after the eldest son's endowment insurance policy matured on 7 August 2018. The Wife claims that she holds the Insurance Moneys on trust for their eldest son, and that the Husband accepts this. She also says that if the Insurance Moneys were divided as a matrimonial asset, it could not be used to pay for the children's tertiary education fees as envisaged by the Judge.

29 We find no reason to disturb the Judge's finding that the Insurance Moneys is a matrimonial asset. The Wife's claim that she holds the Insurance Moneys on trust is not supported by the evidence. There are no particulars as to the nature of the trust in question. The only piece of evidence she relies on is a letter from NTUC Income showing that their eldest son was the insured under a "life insurance" policy and that a sum of \$89,858.54 is to be paid to her. The life insurance policy in question has not been produced. The letter indicates that

she is the policy holder which suggests that she is the beneficiary of the policy; the policy does not indicate that the eldest son was nominated or named as the beneficiary of the policy. On maturity of the policy, the proceeds are paid to the policy holder, the Wife. While the Wife may intend to use the Insurance Moneys for the eldest son's needs given the obligation of parents to maintain their children, there is no evidence that the beneficial interest of the Insurance Moneys resides in the eldest son. The Wife is thus unable to demonstrate that the Insurance Money are held on a formal trust.

30 The Wife also cannot rely on the Husband's purported acceptance that the Insurance Moneys do not belong to the parties and that they are not matrimonial assets. While the Husband does not address this issue in his written submissions on appeal, he contended before the Judge that the Insurance Moneys were to be used for the children's tertiary education but the Wife had refused to use the sum for the eldest son's tertiary education. He stated in his Affidavit of Assets and Means that "[the Wife] intends to use the monies from this insurance policy to *[sic]* her own benefit". Before us, the counsel for the Husband confirmed that the Husband's position was as stated before the Judge, and that he did not agree that the Insurance Moneys were held on trust for the eldest son. This contradicts the Wife's claim that the Husband accepts that the Insurance Moneys do not belong to the parties.

31 For these reasons, we will not disturb the Judge's finding that the Insurance Moneys is a matrimonial asset.

Conclusion on the identification and value of the pool of matrimonial assets

32 We affirm the Judge's determination of the pool of matrimonial assets and its value at \$9,832,718.29.

Whether the Judge erred in the determination of the parties' direct contributions***Applicable legal principles***

33 In *ANJ*, the Court of Appeal set out the structured approach where the court will, in the first step, ascribe a ratio that represents each party's direct financial contributions towards the acquisition of the matrimonial assets, relative to that of the other party. In the second step, the court will ascribe a second ratio to represent each party's indirect contributions to the well-being of the family, relative to that of the other party. The court then derives each party's average ratio of contributions. Further adjustments to this average ratio may be made after taking into account the other factors enumerated in s 112(2) of the Charter as well as all relevant circumstances to arrive at a just and equitable division of the matrimonial assets: *ANJ* at [22].

34 It is clear that the structured approach is a broad-brush one, not to be applied in a rigid and overly mathematical manner. As emphasised by the Court of Appeal both in *ANJ* itself and in subsequent cases such as *UYQ (CA)*, it was never intended for the structured approach to replace the broad-brush approach. The reason for this is that “we recognise all too clearly that in any marriage many things are done unrecorded – out of love, concern and responsibility – and not with the view to building up a case in the event that the marriage fails”: *ANJ* at [25]. This undergirds and animates the structured approach. This is why the Court of Appeal sounded the note of caution in *UYQ (CA)* that a “rigid, mechanistic and overly-arithmetical application of the structured approach in [*ANJ*] must be assiduously avoided” (at [3]).

35 The broad-brush approach applies in the determination of the parties' direct contributions in the first step of the structured approach. This was

highlighted by the Court of Appeal in *ANJ* at [23], following the Court's explanation of the first step:

One may feel that this somewhat structured approach deviates from the broad-brush approach well-endorsed by our courts and represents a step towards an arithmetical exercise that has been consistently eschewed by this court. *It really does not. Even in respect of direct financial contributions* of the parties, not infrequently, the situation is less than clear. In a case where the documentary evidence falls short of establishing exactly who made what contribution and/or the exact amount of monetary contribution made by each party, the court must make a "rough and ready approximation" of the figures ...

[emphasis added]

36 In the first step of the structured approach, the crux of the exercise is in ascertaining the parties' respective direct contributions towards acquiring the matrimonial assets. In this step, the court does not necessarily need to determine the parties' property rights or specific beneficial ownership in the assets in order to calculate the direct contributions of the parties. What is instead important is the financial *contributions* that go towards an asset falling within the definition of "matrimonial asset". The task at hand at this stage is to ascertain how much each spouse had contributed financially towards the acquisition of the assets, and then to credit the spouses for their respective contributions. In ascertaining the direct contributions of the parties, the court is applying the directive in s 112(2)(a) of the Charter to have regard to "the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets".

37 In determining the parties' direct contributions, it is common for the court to total up the values of each party's solely owned assets and credit them as the direct contributions of that party. This approach is premised on the solely *owned* assets being solely *acquired* by that party. It is a practical and convenient approach to take. Where a party asserts that he or she *contributed* to the

acquisition of an asset solely *owned by the other* party, he or she may show proof of his or her contributions. In determining direct contributions, the court focuses on the *contributions* towards the acquisition of the matrimonial assets and not on the *ownership* of the assets during the marriage. This is a strictly evidential exercise that is done on a broad-brush basis.

38 The court’s power to “divide” assets lies within the family law regime, and its exercise must be made in the context of family law principles, in contrast with using principles that guide other areas of law such as tort, contract or property law: *UYP v UYQ* [2020] 3 SLR 683 (“*UYQ (HC)*”) at [60]. It should not be forgotten that the division exercise in s 112 deals only with the economic assets of the parties. It was highlighted in *UYQ (HC)* that apart from these assets, “there are immeasurable ‘gains’ in a marriage that the court cannot divide”, such as the relationship that the parties shared, the life parties built together, and most importantly, their children: at [66]. It is with this in mind that we approach the division exercise under s 112 of the Charter.

Toh Tuck Property

39 The Toh Tuck Property is the parties’ matrimonial home. The parties purchased the property for \$3,200,000.00 in 2012. The Offer to Purchase was signed by the Husband and Wife on 24 March 2012 and accepted by the seller on 25 March 2012. The purchase of the property was completed on 31 May 2012. The Wife appeals against the Judge’s determination of the parties’ direct contributions to the Toh Tuck Property.

Merrill Lynch Funds

40 The Merrill Lynch Funds comprise a sum of \$2,031,353.68. The funds originate from shares inherited by the Wife from her late father. The shares were

transferred to the parties' joint Merrill Lynch account in about 2004. They were then liquidated and transferred to the parties' joint bank account ending 0925 on 18 April 2012 and 23 May 2012, before being applied towards the purchase of the Toh Tuck Property.

41 The Judge attributed the Merrill Lynch Funds equally between the parties as their direct contributions. He found that the Wife's transfers of shares to the parties' joint Merrill Lynch account and of moneys to the parties' joint bank account were indicative of her intention to share the moneys with the Husband.

42 It is not disputed that the Merrill Lynch Funds originated from the Wife. Counsel for the Husband accepted before the Judge that the Husband did not deposit any moneys into the joint Merrill Lynch account. Thus, the Merrill Lynch Funds clearly originated from the Wife and were moved to the parties' joint bank account at a date close to the purchase of the Toh Tuck Property.

43 It is noted that the Merrill Lynch Funds were placed into the parties' joint Merrill Lynch account in 2004 and kept there for approximately eight years before being transferred to their joint bank account. These circumstances may give rise to an inference that the Wife intended to share with the Husband these funds when they were deposited into the parties' joint Merrill Lynch account in 2004.

44 With respect, we think that the Judge's analysis in crediting equal direct contributions for the Merrill Lynch Funds conflates the determination of the parties' specific *beneficial interests* in the Merrill Lynch Funds with the determination of who *contributed* the Merrill Lynch Funds. In our view, the Wife is to be credited for the contributions of the Merrill Lynch Funds whether

or not she had the intention to share the Merrill Lynch Funds with the Husband. Whether the Wife shared the Merrill Lynch Funds with the Husband would be *relevant* instead in determining if the Merrill Lynch Funds, being derived from her inheritance, *should be included in the matrimonial pool*. This, however, is *not* what we are concerned with. Here, the Merrill Lynch Funds were utilised to purchase the Toh Tuck Property, and the parties do not seek to exclude a portion of the equity of the Toh Tuck Property as a result. In other words, the issue of whether the Wife intended to share the Merrill Lynch Funds with the Husband does not affect the analysis of the parties' *direct contributions* in so far as it is clear that the Merrill Lynch Funds originated from the Wife.

45 To explain further, we begin by disentangling the notion of *sharing* from that of *gifting*. A useful starting point is the Court of Appeal's recent decision in *CLB*, which involved the issue of whether the intention of a spouse receiving a gift or inheritance (the "donee spouse") to bring the non-matrimonial asset (eg, inheritance moneys) into the pool of matrimonial assets could be given effect. *CLB* held that it would not be inconsistent with s 112 of the Charter for the court to give effect to the intention of a party to "deal with an asset by, for example, giving it to the other party or *incorporating it into the family estate*" [emphasis added] (*CLB* at [64]). As part of its analysis, the Court of Appeal in *CLB* helpfully distinguished a situation involving a gift (*ie*, where the donee spouse is giving the asset to the other spouse) from a situation involving sharing. The Court of Appeal in *CLB* elucidated:

50 ... [A] gift from one spouse to another, *in the sense of the donee spouse intending to divest himself or herself of all interest in the asset in favour of the other spouse*, should be given effect to, no matter the source of the gift. Where such a gratuitous intent has been established on the facts, the asset in question ought to be excluded from the matrimonial pool in favour of the recipient spouse. ...

51 ... For present purposes, our view is that the intention of a spouse in relation to an asset acquired by way of gift or inheritance can be taken into account in determining whether that asset should still be considered as: *(a) a gift to that spouse and taken out of the matrimonial pool; (b) as re-gifted to the other spouse and similarly excluded from the pool; or (c) as having lost its character of a gift and having been incorporated into the pool.*

[emphasis added]

46 It is thus clear that if an asset is a gift to the other spouse, it will be excluded from the matrimonial pool. If, however, the gifted asset has lost its original character of a gift, it will be included in the matrimonial pool – such a situation can arise if a donee spouse shares a gifted asset with the family and incorporates it into the matrimonial estate. An intention to *share* gifted or inheritance assets with the other spouse and family must be distinguished from an intention to *gift* them to the other spouse. The latter involves the donee spouse’s intention to “divest himself or herself of all interest in the asset in favour of the other spouse” (*CLB* at [50]). In *CLB*, the Court of Appeal held that the respondent husband in the case had intended to *share* certain assets which were traceable to his inheritance with the appellant wife and family (*ie*, the situation in sub-paragraph (c) of [51] of *CLB*), and hence the assets were included in the matrimonial pool (*CLB* at [97]). The respondent husband was credited in full for these assets as *his direct contributions*. The Court of Appeal restored the ratio for direct contributions previously determined by the High Court Judge who had included the disputed assets in the pool and credited them to the respondent husband (*CLB* at [98]).

47 Applying the principles in *CLB*, it is clear that the instant case is not a situation of inter-spousal gifts within the meaning of sub-paragraphs (a) and (b) of *CLB* at [51]. In the present case, the issue for determination is the parties’ direct contributions to the Toh Tuck Property by virtue of the Merrill Lynch Funds. There is no dispute that the Merrill Lynch Funds are part of the pool of

matrimonial assets in that they have been put into the equity of the Toh Tuck Property, which is a matrimonial asset. That suggests that the Wife intended to *share* and not gift the Merrill Lynch Funds to the Husband. Further, even if the Wife had intended to share the Merrill Lynch Funds with the Husband, this intention does not affect how direct contributions to the Toh Tuck Property should be credited.

48 The intention to share one's inherited asset with the family is relevant in ascertaining *whether the asset is part of the pool of matrimonial assets*. If a spouse has a "clear and unambiguous intention" that his or her inheritance asset is to be part of the matrimonial estate, that asset is included in the matrimonial pool (*CLB* at [62], [78], [88], [95] and [97]). Beyond this, the notion of sharing does not feature in the specific analysis in the *determination of the parties' direct contributions*.

49 In the present case, whether or not the Wife had the intention to share the Merrill Lynch Funds with the Husband, the same outcome ensues: the Wife is fully credited for the direct contributions of the Merrill Lynch Funds as the funds originated from her as her inheritance.

50 We attribute the Merrill Lynch Funds to the Wife entirely as her direct contributions towards the Toh Tuck Property.

Novena Lodge Proceeds

51 To recap, the Novena Lodge Proceeds comprise a sum of \$220,000. The proceeds originated from the sale of the Novena Lodge property, which had been purchased by the Wife in her sole name in 1996 and sold in 2010. The Wife transferred the sale proceeds in three tranches from her personal bank

account to the parties' joint bank account ending 0925 on 21 May 2012 (\$120,000), 28 May 2012 (\$20,000) and 20 June 2012 (\$80,000).

52 The Judge apportioned the Novena Lodge Proceeds equally between the parties as their direct contributions to the Toh Tuck Property. Central to the Judge's reasoning is the fact that the Wife had chosen to transfer the funds to the parties' joint bank account. The Judge held that given the nature of a joint bank account, where joint account holders have unity of interest over the entirety of the account and the right of survivorship, a rebuttable presumption arose that the Wife intended to share the proceeds with the Husband. The Judge thus attributed equal direct contributions to the parties in accordance with each party's beneficial ownership of the proceeds, having found that the Wife intended to share the proceeds with the Husband.

53 In *CLB*, the Court of Appeal referred to the Judge's holding at [91]:

... In *WFE v WFF* [2022] SGHCF 15, [the Judge] considered that where a property had been purchased in the wife's name prior to the marriage and funded by cash gifts from her father as well as her savings, the fact that she had transferred the sale proceeds from her personal bank account to the parties' joint bank account gave rise to a "rebuttable presumption ... that she would share the sale proceeds with her [husband]" (at [9]–[10]).
...

54 At [92], the Court of Appeal opined:

In our judgment, where one of the parties to a marriage places monies derived from non-matrimonial assets into a joint account with the other spouse which can be separately operated by each of them, a rebuttable presumption indeed arises that the transferring spouse *intends to share* the said monies with the other. This is because during the pendency of the joint account, both parties would have access to the money without restriction. It would then be for the party contending that the presumption ought not to apply to explain the reason for the arrangement.

[emphasis added]

55 We observe that the Court of Appeal accepted that where one spouse places moneys derived from non-matrimonial assets into a joint account with the other spouse, a rebuttable presumption arises that the transferring spouse intends to *share* the moneys with the other spouse and that such assets would *prima facie* be part of the matrimonial pool. It is important to note that the Court of Appeal was *not* saying that a rebuttable presumption arose that half the moneys in the joint account should be held to *belong* to the other spouse, as if the presumption gave rise to an inter-spousal gift such that the asset should be removed from the matrimonial pool. The Court of Appeal in *CLB*, in referring to the Judgment, was addressing the use of a rebuttable presumption in the context of a joint account to which both spouses have access to, in determining whether the said account should form part of the matrimonial pool. This, however, is not what we are concerned with (see [44] above). The Novena Lodge Proceeds, having been put into Toh Tuck Property, are part of the matrimonial pool. The task at this stage is in determining the parties' direct contributions to the Novena Lodge Proceeds, and as noted earlier (see [48] above), this is unaffected by the parties' beneficial interests in the Novena Lodge Proceeds.

56 On the present facts, it is not disputed that the Wife purchased the Novena Lodge property in her sole name. It is also accepted that the Novena Lodge property was sold in 2010, and that a portion of the sale proceeds were transferred by the Wife to the parties' joint bank account for the acquisition of the Toh Tuck Property. It therefore appears clear that the Wife contributed the Novena Lodge Proceeds to the Toh Tuck Property and thus, for the purposes of determining her direct contributions towards the acquisition of the Toh Tuck Property, the Novena Lodge Proceeds used for the purchase should be fully credited to her as her direct contributions. This is so even though the proceeds

passed through the parties' joint bank account. Notably, the proceeds were transferred into the joint account proximate to the date of the purchase of the Toh Tuck Property. This supports the Wife's argument that the joint bank account was used to consolidate the parties' funds that were to be applied towards the purchase of the Toh Tuck Property. This is also consistent with how the Husband made his contributions to the Toh Tuck Property. The Husband contributed \$88,249.41 from the sale of the shares in his account with UOB Kay Hian, which he transferred to the parties' joint bank account on 13, 16 and 19 July 2012. The Judge attributed the sale proceeds of the said shares fully to him as his direct contributions. Given the circumstances surrounding the purchase of the Toh Tuck Property, we accept that the parties pooled their funds into their joint account and used that towards the purchase of Toh Tuck Property. Thus, the fact that the funds passed through the parties' joint bank account does not of itself affect the analysis of the parties' direct contributions to the Toh Tuck Property.

57 We go further to observe that even if the Wife had intended to share the Novena Lodge Proceeds with the Husband, such an intention to share does not affect the conclusion that she should be credited for direct contributions for the Novena Lodge Proceeds used for the purchase of the Toh Tuck Property. We have already explained this analysis in the context of the Merrill Lynch Funds above.

58 The purchase of the Toh Tuck Property was completed on 31 May 2012. This precedes the Wife's transfer of the last tranche of the Novena Lodge Proceeds of \$80,000 which occurred on 20 June 2012. It follows that this sum of \$80,000 could not have gone towards the purchase of the Toh Tuck Property. By 31 May 2012, only \$140,000 of the Novena Lodge Proceeds went towards the acquisition of the Toh Tuck Property. The Wife suggests that the remaining

\$80,000 went towards the renovation costs of the Toh Tuck Property which were incurred between 5 July 2012 and 18 November 2012. In the same vein, we note that the sale proceeds of the Husband's shares in his account with UOB Kay Hian of \$88,249.41 were transferred to the joint bank account in July 2012, after the completion of the purchase of the Toh Tuck Property. It similarly follows that the sum of \$88,249.41 could not have gone towards the acquisition of the Toh Tuck Property. While the Husband accepts this, the Husband does not take the position that the moneys went towards the renovation costs of the Toh Tuck Property; instead, the Husband only highlights that he had not taken such a position before the Judge. We address these points subsequently below at [65].

59 For now, we note that whether the sums of \$80,000 (from the Novena Lodge Proceeds) and \$88,249.41 (from the Husband's sale of his shares) went towards the acquisition or the renovation of the Toh Tuck Property will not make a material difference to the determination of the parties' direct contributions to the Toh Tuck Property. The parties' contributions to the acquisition or the renovation of the Toh Tuck Property may be taken into account in ascertaining their direct contributions to the property. It can be accepted that the renovations were made around the time of acquisition of the Toh Tuck Property to make it suitable for them to live in. As stated, we return to these issues below at [65].

60 We find that \$140,000 of the Novena Lodge Proceeds should be attributed to the Wife as her direct contribution towards the acquisition of the Toh Tuck Property.

Pulasan Property Net Proceeds

61 The Pulasan property was the parties' previous home. It was purchased in 1996 for \$805,000 and sold for \$945,000 in 2011. A portion of the sale proceeds amounting to \$580,156.92 went towards the purchase of the Toh Tuck Property.

62 We find no reason to disturb the Judge's apportionment of the Pulasan Property Net Proceeds. The Judge had attributed the sale proceeds of the Pulasan property equally before taking into account the refunds to the parties' CPF accounts and the costs of the parties' interim residence before the purchase of the Toh Tuck Property. We find that there is insufficient evidence to ascertain the parties' contributions to the Pulasan property. There is no documentary evidence concerning the parties' contributions. This is unsurprising given that the property was acquired more than two decades ago, in 1996. Notwithstanding this, the Wife argues that she contributed the bulk of the purchase price of the Pulasan property, which was funded by the parties' CPF contributions and a bank loan. However, even on her case, the Wife can only provide an approximation of the parties' CPF contributions. As for the bank loan, there remains no evidence as to how it was repaid. The Wife's attempt to rely on the Husband's reticence in challenging her assertion that she contributed the bulk of the property's purchase price is also untenable. The burden is on the Wife to establish her direct contributions. In any event, on appeal, the Husband highlights that there is no evidence of the Wife's direct contributions to the property. In the proceedings before the Judge, the Husband challenged the Wife's statement that she paid for the bank loan with her inheritance moneys. The Wife thus cannot rely on the Husband's supposed acquiescence that she contributed the bulk of the purchase price of the property.

63 Thus, the only evidence in support of the Wife's case is her approximation of the parties' CPF contributions with no documentation as to how the bank loan was funded. Against this, what is clear is that the Pulasan property was jointly purchased, and more pertinently, both parties were gainfully employed during the period of the purchase of the Pulasan property in 1996. The Wife stopped work in 1999 temporarily due to her pregnancy while the Husband retired in 2008. Applying a broad-brush approach, and keeping in view the gaps in the evidence as well as the significant time that has elapsed, an equal attribution of the sale proceeds of the Pulasan property as their direct contributions is fair.

64 We add that the fact that the Husband was a joint tenant of the Pulasan property, and thus had a beneficial interest in the property, does not form the primary basis for our decision to affirm the Judge's decision. In *BPC v BPB and another appeal* [2019] 1 SLR 608, the Court of Appeal observed at [76] that "... the court [should not] be obliged to attribute the profits made from the sale of any previous matrimonial property *equally* between the parties just because the property had been held in joint tenancy, given that this would not be accurately reflecting the parties' direct contributions" [emphasis in original]. This accords with our observations earlier at [36] that the first step of the structured approach focuses on the parties' direct contributions, and not the parties' specific beneficial ownership of the contributions or the asset in question.

Renovation Cheques

65 The Renovation Cheques comprise a sum of \$229,466.00 which was paid from the parties' joint bank account between 5 July 2012 and 18 November 2012. The Judge attributed the sum equally between the parties as their direct contributions. The Wife asks for the full sum to be attributed to her. In our view,

\$80,000 of the Renovation Cheques should be attributed to the Wife. This sum arises from the third (and last) deposit of the Novena Lodge Proceeds into the joint bank account on 20 June 2012. It is clear that the \$80,000, which forms part of the Novena Lodge Proceeds, originated from the Wife. It was also deposited at a period of time proximate to the payment of the renovation costs and was likely to have gone towards the Renovation Cheques. The sum should thus be attributed to the Wife as her direct contribution. Similarly, we attribute \$88,249.41 of the Renovation Cheques to the Husband. This sum arises from the sale proceeds of the Husband's shares in the UOB Kay Hian account that were deposited into the parties' joint bank account in July 2012. While the Husband does not take the position that these moneys went towards the renovation of the Toh Tuck Property (see [58] above), there is no dispute that these sale proceeds originated entirely from the Husband, and that the timing of the deposits overlaps with the period of the payment of the renovation costs. It is also accepted by parties that the moneys went towards the Toh Tuck Property. In these circumstances, we find that it is likely that these moneys went towards the renovation costs of the Toh Tuck Property given that they were used for the property albeit that they were put in after the date of completion. The Husband had contributed this sum, and he should be credited with this sum as his direct contributions to the Toh Tuck Property.

66 This leaves a balance of \$61,216.59. Of this amount, there is no evidence as to which party made the relevant contributions. The Wife's argument on appeal is also unconvincing. She argues that the Renovation Cheques form part of the Novena Lodge Proceeds, the Merrill Lynch Funds and the Pulasan Property Net Proceeds. Her submission appears to be that because she contributed to these funds, she must have contributed to the Renovation Cheques. This, however, does not comport with our finding above that the Wife

is not to be fully credited for the Pulasan Property Net Proceeds. The sum of \$61,216.59 should therefore be apportioned equally between the parties as their direct contributions. We find that the Husband contributed \$118,857.70 while the Wife contributed \$110,608.29 to the Renovation Cheques.

Conclusion on the parties' direct contributions to the Toh Tuck Property

67 To summarise, the Wife contributed 82.8% (instead of 52.2%), which amounts to \$3,003,600.81 whereas the Husband contributed 17.2% (instead of 47.8%), which amounts to \$622,375.78. The full details of the parties' direct contributions to the Toh Tuck Property are set out in Annex A.

The Vehicle

68 The Vehicle refers to a Honda Fit car that the Husband purchased. The Husband had taken \$40,000 from the parties' joint bank account for the purchase of the Vehicle. The Judge attributed the \$40,000 fully to the Husband. The Wife contests this, arguing that the \$40,000 should be apportioned equally. The Husband on the other hand claims that the \$40,000 can be traced to his contributions to the parties' joint bank account. We find that the \$40,000 should be apportioned equally between the parties. There is no evidence to trace the \$40,000 to a contribution made by either party. This is unlike the Novena Lodge Proceeds or the Merrill Lynch Funds where it is clear that the funds originated from the Wife. Here, the \$40,000 comprises part of the funds available in the joint bank account. Without more, the \$40,000 cannot be attributed fully to the Husband.

69 For completeness, we also affirm the Judge's valuation of the Vehicle of \$67,452.00. On appeal, the Wife asserts that the value of the Vehicle is

\$82,302.87. No reasons have been provided by the Wife for preferring her valuation of the Vehicle. We thus maintain the sum of \$67,452.00.

Conclusion on the parties' direct contributions

70 As stated, we affirm the Judge's identification of the pool of the matrimonial assets at \$9,832,718.29. The parties' direct contributions to the Toh Tuck Property should be 82.8:17.2 in favour of the Wife. As for the Vehicle, the Husband contributed 70.3% (instead of 100%) which amounts to \$47,452.00 while the Wife contributed 29.7% (instead of 0%) which amounts to \$20,000.00.

71 The parties' direct contributions to the total pool of matrimonial assets should thus be adjusted to the Wife contributing 76.9% (instead of 64.25%) and the Husband contributing 23.1% (instead of 35.75%). The full details are outlined in Annex B.

Whether the Judge erred in the determination of the parties' indirect contributions

72 The Wife argues that the indirect contributions should be apportioned 65:35 in her favour. We find that there is no reason to disturb the Judge's determination of the parties' indirect contributions of 55:45 in the Wife's favour. The Judge had adequately considered the relevant factors, and had determined correctly, on a broad-brush approach, that both parties made substantial contributions to the marriage and that the parties' indirect contributions should tend towards an equal apportionment, albeit slightly tilted in favour of the Wife. Up until 2008, the Husband was gainfully employed. Between 1999 to 2015, the Wife reduced her working hours so that she could care for the children and the household. Following the Husband's retirement in

2008, he received a lump sum of pension moneys and continued to receive dividends from his investments, which allowed him to continue to contribute to household expenses. He was also able to stay at home to care for the children and the household. From 2015 onwards, the Wife increased her working hours and likely made substantial financial contributions to the household. On balance, the Wife appears to have borne a slightly greater share in raising the children, managing the household, and in contributing financially. At least up till 2008, the Wife spent a substantial portion of the children's formative years as their primary carer as well as working part-time. That said, the Wife's contributions should not be overstated. The Husband was gainfully employed for many years of the marriage. He also could not be said to be absent as a father. After he retired, he was likely more involved in the care of the children; the children were still rather young when he retired.

73 We make note of one argument made by the Wife to increase the ratio of her indirect contributions. The Wife submits that the Judge failed to appreciate the significant hardships she endured in bearing children, and that this is a basis for an uplift in her indirect contributions. Making a decision to have children and then bearing children are part and parcel of life as a married couple. Some women consider pregnancy a privilege, enjoying carrying a baby to term and bonding with life's miracle (the baby). Some women have medical issues or various difficulties due to their pregnancy. Bearing children *in itself*, without more, does not automatically attribute a wife a certain extra percentage in indirect contributions. Carrying a child during pregnancy and giving birth to a child are occasions of joy and celebration, and not an opportunity to be exploited as a basis to seek an increase in the share of indirect contributions. We see no merit in the Wife's arguments to increase her indirect contributions by such arguments.

Conclusion and costs

74 To summarise, the parties' direct contributions are apportioned 76.9:23.1 in favour of the Wife (see [71] above). The parties' indirect contributions are apportioned 55:45 in favour of the Wife (see [72] above). The average ratio of the parties' direct contributions and indirect contributions is 65.95% (instead of 59.63%) for the Wife and 34.05% (instead of 40.37%) for the Husband.

75 The pool of matrimonial assets valued at \$9,832,718.29 shall be divided in accordance with the average ratio. The Wife will receive assets valued at \$6,484,677.71 and the Husband will receive assets valued at \$3,348,040.58. The parties should work out the consequential orders to carry out this division order.

76 As for costs, the Wife seeks costs of \$30,000 if the appeal is allowed and for disbursements to be taxed if not agreed. The Husband, in turn, seeks \$30,000 in costs. The Wife has only partially though quite substantially succeeded in her appeal and we award her costs of \$30,000, inclusive of disbursements for the present appeal. We award costs of \$6,000 inclusive of disbursements to the Husband for SUM 35.

Kannan Ramesh
Judge of the Appellate Division

Debbie Ong Siew Ling
Judge of the Appellate Division

Aedit Abdullah
Judge of the High Court

Wong Soo Chih and Ho Shing Chian Juliana (SC Wong Law
Chambers LLC) for the appellant;
Kulvinder Kaur and Marina Mohamad Sani (I.R.B Law LLP) for the
respondent.

Annex A

Parties' direct contribution to the Toh Tuck Property (changes are marked in red)			
S/N	Item	Wife's Contribution	Husband's Contribution
1	Novena Lodge Property Proceeds	\$110,000.00 \$140,000.00	\$110,000.00 \$0
2	Merrill Lynch Funds	\$1,015,676.84 \$2,031,353.68	\$1,015,676.84 \$0
3	CPF Monies	\$296,000.00	\$349,000.00
4	Pulasan Property Net Proceeds	\$425,638.84	\$154,518.08
5	Renovation Cheques	\$157,015.00 \$110,608.29	\$114,733.00 \$118,857.70
Total paid by each party		\$2,004,330.68 \$3,003,600.81	\$1,832,177.33 \$622,375.78
Total			\$3,836,508.01 \$3,625,976.59
Percentage		52.2% 82.8%	47.8% 17.2%

Annex B

Parties' direct contribution to the pool of matrimonial assets (changes are marked in red)			
S/N	Asset Description	Husband's Contribution	Wife's Contribution
Joint assets			
1.	Toh Tuck Property	\$1,832,177.33 \$622,375.78 (47.8%) (17.2%)	\$2,004,330.68 \$3,003,600.81 (52.2%) (82.8%)
2.	CDP Account No ending 5239	\$33,239.78 (50%)	\$33,239.78 (50%)
3.	POSB Account No ending 7717	0	0
4.	POSB Account No ending 0925	\$2,132.86 (50%)	\$2,132.86 (50%)
Wife's assets			
5.	Car (SKU)	\$4,620.00 (12%)	\$33,880.00 (88%)
6.	NTUC Shares	0	\$42,400.00 (100%)
7.	POSB Account No ending 0472	0	\$74,793.73 (100%)

8.	DBS Account No ending 7755	0	\$51,573.05 (100%)
9.	OCBC Account No ending 7001	0	\$96,135.66 (100%)
10.	OCBC Account No ending 1001	0	\$7,365.22 (100%)
11.	CDP Account No ending 5068	0	\$3,007,166.98 (100%)
12.	CPF	0	\$488,353.00 (100%)
13.	Prudential Policy No ending 2522	0	\$125,360.82 (100%)
14.	Prudential Policy No ending 1631	0	\$34,266.99 (100%)
Husband's assets			
15.	Standard Chartered Bank Account No ending 9807	\$1,443.58 (100%)	0
16.	POSB Everyday Savings Account No ending 2982	\$144,504.23 (100%)	0
17.	CDP Account No ending 0296	\$738,938.50 (100%)	0
18.	NTUC Shares	\$51,500.00 (100%)	0
19.	CPF	\$319,260.27 (100%)	0

20.	Honda Fit	\$67,452.00 \$47,452.00 (100%) (70.3%)	0 \$20,000.00 (0%) (29.7%)
21.	Great Eastern Whole Life Policy No ending 2285	\$153,933.51 (89%)	\$19,025.49 (11%)
Total Contribution		\$3,349,202.06 \$2,119,400.51	\$6,020,024.26 \$7,039,294.39
Percentage		35.75% 23.1%	64.25% 76.9%