IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 14

Divorce Transferred No 2112 of 2021

Between

WLE

… *Plaintiff*

And

WLF

… *Defendant*

JUDGMENT

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

WLE
v
WLF

[2023] SGHCF 14

General Division of the High Court (Family Division) — Divorce Transferred No 2112 of 2021
Choo Han Teck J
23 February 2023

22 March 2023 Judgment reserved.

Choo Han Teck J:

1 The plaintiff ("the Wife") and the defendant ("the Husband") were married on 13 March 1999. Their marriage subsisted 22 years. The Husband is 53 years old and is an *ad hoc* adjunct lecturer at various universities. Prior to his retirement in 2018, he was a managing director in a multinational accounting firm. The Wife is 52 years old and is a human resource practitioner in a statutory board. They have two children, a son aged 22 and a daughter aged 19 ("the Children"). The interim judgement of divorce was granted on 20 September 2021. The parties agreed to have joint custody of the daughter. They also agreed that the Husband have care and control over the Children, with reasonable access be given to the Wife. The remaining ancillary issues are the division of matrimonial assets and the maintenance for the Children.

2 On the issue of the division of matrimonial assets, the following assets

are in dispute as to their valuation or inclusion in the matrimonial asset pool:

S/N	Asset	Nature of Dispute
1.	Matrimonial Home	Valuation
2.	Husband's alleged investment in the IAP Network	
3.	Watches and jewellery belonging to the Wife	Inclusion in the asset pool

3 The Matrimonial Home was purchased in about 2008 for $1,280,000.00. The Wife says that the current value should be $2,080,000.00, based on the valuation report she obtained from Knight Frank Pte Ltd dated 18 May 2022. The Husband, relying on a report from Allied Appraisal Consultants Pte Ltd dated 16 August 2021, says that its value should be $1,700,000.00 instead. I accept the Wife's valuation of $2,080,000.00 as it is closer to the date of the ancillary hearing.

4 The second disputed asset is the withdrawal of $67,746.74 on 15 March 2019 from the Husband's OCBC bank account, which Husband alleges was an investment in the IAP Network that had failed. The Wife asks for this investment sum to be added back into the matrimonial pool because the Husband's explanation for the withdrawal is not credible. However, the Husband says that he had exhibited sufficient evidence to refute a *prima facie* case of dissipation, and, in any case, there should be no adverse inference drawn because divorce was not even contemplated when the monies were invested. I agree with the Wife that the Husband's explanation is not credible. The only documentary evidence suggesting that the investment had failed was a letter from one William Vacher dated 22 February 2022 stating that the investment

had failed. Who is Mr Vacher and what basis does he have to certify that the investment had failed?

5 The money was paid out without any formal documentation such as term sheets which are common in private equity investments, such as this alleged investment (based on what Mr Vacher says in his letter). No evidence of negotiations and correspondence between the Husband and the IAP Network was documented. How can it be that the first acknowledgement of receipt by the IAP Network of that money should come 3 years after the money was paid out from the Husband's account, and that such acknowledgement comes in the form of a bare letter exhibited by the Husband with a signature which was unprofessionally pasted electronically? Furthermore, if the investment had failed, it is surprising that the Husband did not take any step to recover the money. Although divorce might not have been contemplated at the time of the alleged investment, the Wife is entitled to an explanation of significant drawdowns from the Husband's bank account, which is a matrimonial asset, for the purposes of tracing funds into other assets which the Husband may have acquired. Where explanations are not credible, such as in this present case, it is appropriate to draw an adverse inference against the Husband. The sum of $67,746.74 must be added to the matrimonial pool.

6 The final category of disputed assets is the Wife's watches and jewellery, which the Husband says are valued at $153,500.00. The Wife says that these watches should be excluded from the matrimonial pool as they are of low value, but if the court is minded to ascribe a value to them, they should be valued at $13,000.00. The Husband concedes that his valuation are mere estimates, and not supported by independent valuation. Conversely, the Wife

had produced correspondence with pawn shops in support of her valuation. $13,000.00 is low in comparison to the value of a matrimonial asset pool that is more than $5,000,000.00 before accounting for disputed assets. Moreover, the parties have agreed in their submissions to exclude the watches owned by the Husband from the asset pool. Accordingly, I exclude the Wife's watches and jewellery as they are of *de minimis* value.

7 Accordingly, the pool of matrimonial assets for division is as follows:

S/N	**Manner of Holding**	**Asset**	**Net Value / in SGD**
1.	Jointly Held	Matrimonial Home	$2,080,000.00
2.		UOB Joint Account	$15,654.27
3.		POSB Joint Account	$0
Sub-total of assets jointly held			$2,095,654.27
1.	Husband's Name	Audi A7 Car	$80,888.00
2.		Husband's OCBC Savings Account	$182.74
3.		Husband's OCBC Current Account	$2,360.72
4.		AIA Insurance Policy	$44,433.20
5.		Husband's CDP Account	$861,219.47
6.		Husband's SRS Account	$179,405.53
7.		Husband's OCBC CPF-OA Investment Account	$95,991.24

8.		Husband's CPF Account	$574,539.99
9.		Husband's Loans	-$73,979.78
Sub-total of assets in Husband's name			$1,765,041.11
1.	Wife's Name	Wife's POSB Account	$93,231.36
2.		Wife's POSB Current Account	$0
3.		Wife's OCBC Savings Account	$148,988.40
4.		Wife' Standard Chartered Bank Account	$37,343.98
5.		AIA Achiever Plan (Policy No U120437359)	$45,118.91
6.		AIA Achiever Plan (Policy No U120721942)	$31,065.78
7.		AIA Prime Life Special (Policy No L52456491287)	$87,353.09
8.		Great Eastern Dynamic Prolife (Policy No 0020948701)	$31,640.00
9.		Great Eastern MaxGrowth Plus (Policy No 1633079-5)	$16,629.66
10.		Wife's CDP Account	$381,396.37
11.		Wife's SRS Account	$25,105.10
12.		Wife's CPF Account	$614,957.89
Sub-total for assets in Wife's name			$1,512,830.54

Dissipated Asset (Husband's alleged investment into the IAP Network)	$67,746.74
Grand Total	$5,441,272.66

8 The parties agree that assets held in their own names are to be counted toward their financial contribution. The only dispute lies in their contribution to the matrimonial home and the joint bank account. The Wife says that the overall ratio for direct financial contribution ought to be 42.39% (Wife): 57.61% (Husband). The Husband says the ratio of 40.46% (Wife): 59.54% (Husband) is more appropriate. Given that the ratios were not far apart, differing by less than two percentage points, it might have been more expedient and cost-effective to reach a consensus instead of fighting tooth and nail down to the last percentage point. But the advice of counsel is not a matter of inquiry before me. Counsel for the Husband, Ms Thian Wen Yi, says that the contribution for the matrimonial home ought to be $1,145,120.64 (Husband): $491,532.61 (Wife). Counsel for the Wife, Ms Amelia Ang, says that parties' respective contribution were $952,092.64 (Husband): $622,760.651 (Wife).

9 The difficulty in counsel's submissions on both sides lay in their attempt to quantify the unquantifiable. The matrimonial home was purchased in 2012, but the mortgage was only fully paid in 2018. With the interest payable changing every year as the principal amount owing is progressively reduced, neither party was able to calculate the actual purchase price of the matrimonial home. The indeterminacy of parties' contribution is further complicated by their claim that they applied profits from two property investments, which themselves were plagued with the same inaccuracy of approximation, towards the repayment of the mortgage for the matrimonial home. The Wife, in her written

submissions, conceded that "[t]otal payments […] add up to $1,574,853.25, a reasonable estimate based on the sale price, the loan quantum […] and the number of years parties paid interest" (*sic*). The Husband says that the total payments add up to $1,636,653.25, but also admitted this was based on multiple approximations of the sale proceeds and contributions to the previous properties. In my opinion, the lawyers were carrying out an arithmetic exercise in futility. The more sensible way is to allow some slack by either side — the give and take, commonly referred to as the broad-brush approach for attaining a just and equitable division under s 112 of the Women's Charter 1961 (2020 Rev Ed) ("the Charter"): see *NK v NL* [2007] 3 SLR(R) 743 at [27]-[29].

10 The same difficulty in calculating financial contributions to the matrimonial home applies to the joint bank account. Not only were the proceeds of sale of parties' joint investments deposited into that account, it is also unclear how much the parties had deposited and withdrawn from that account over the years. For the above-mentioned reasons, I am of the view that a ratio of 41.5% (Wife): 58.5% (Husband) would be a reasonable middle ground.

11 As for indirect contributions, the Husband says that the ratio ought to be 80%: 20% in favour of the Husband. On the contrary, the Wife says that a ratio of 60%: 40% in her favour is appropriate. This was a long marriage of 22 years, with two children who have now grown up. The Husband primarily relies on the affidavits of the Children to justify his indirect financial contributions. It is obvious that these affidavits were prepared by counsel. The first four paragraphs of both children's affidavit are almost identical. These were not limited to standard allocution (which the Children would obviously not be acquainted

with), but also extended to personal views of the children. For example, the son's affidavit reads:

> 3 I understand that my parents are going through a divorce, and this has had an impact on my sister and me. My mother moved out of our home sometime in March 2021 without informing me. Since then, I have continued living at home with our father.
>
> 4 I would like to continue living with my father after the divorce as he is always there for me and makes time for me. I would also like to request that I arrange to meet directly with my mother to meet her, without the need to stipulate any fixed days and times which would simply not be practical given that I have a busy schedule and do not wish to spend too much time with her as I am not that close to her.

The daughter's affidavit reads:

> 3 I am aware that my parents have decided to divorce, and this has had an impact on my brother and me. My mother moved out of our home sometime in late March 2021 without informing me beforehand, only alerting my brother and I after she moved out via WhatsApp. Since then, I have continued living at home with our father.
>
> 4 I would like to continue living with my father after the divorce as he is always there for me and makes time for me. I would also like to request that I arrange directly with my mother to meet her, without he need to stipulate any fixed days and times which would simply not be practical given that I am extremely busy with school, co-curricular and other activities.

12 The Children's affidavits are one-sided. The Husband's contributions are discussed with positive words and an admiring tone, but the Wife (their mother) is disparaged — even as to her character. I agree with the Wife's counsel that these affidavits were probably embellished. Many statements are either overstated, contradicted by evidence, or concern matters that the Children could not possibly have personal knowledge of. For example, the assertion that the Husband was the primary caregiver of the children since their birth is surely

hearsay. It is also undisputed that the Husband had to be out of the country for extended periods when the Children were growing up. The Wife had adduced documentary proof of her involvement in the Children's life, including their education, getting meals for the family, and managing the domestic helpers. On the contrary, none of the Children's affidavits mention the Wife's contribution in this regard. More examples in the Children's affidavit showing assertions of facts that could not have been within their personal knowledge, include: (the daughter stating) "I am much closer to my father than my mother as he has been more involved in my care since I was born". The son also says that the pocket money which he received came from the Husband — that could only have been told to him by the Husband himself.

13 It may be a fact that the Children are not fond of their mother, or of her parenting style, but I am of the view that the Wife had discharged her duties as mother and homemaker. The evidence shows her involvement in the Children's lives — their education, well-being and day to day needs. Numerous correspondence between the Wife and the Children's school teachers and tuition teachers were adduced. They show a pattern of dedication over the years to the Children's academic and emotional well-being. Just because the Wife's care and love went unappreciated, or even rebuffed by her children and husband does not make them untrue or without value.

14 I accept that the indirect non-financial contributions were provided for predominantly by the Husband. This is not surprising as the Husband outstripped the Wife significantly in his earning capacity. Having regard to the evidence, I am of the view that a fair ratio for non-financial contribution would be 45% (Wife): 55% (Husband).

15 As this was a long marriage, I accord direct and indirect contributions equal weight. Each party is thus entitled to the following:

	Wife	**Husband**
Direct Contribution	41.5%	58.5%
Indirect Contribution	45%	55%
Overall Ratio	43.25%	57.75%
Share of the Matrimonial Asset Pool of $5,441,272.66	**$2,353,350.43**	**$3,087,922.23**

16 The next issue concerns the maintenance of the Children. The Husband asks that the Wife contribute half of the Children's monthly expenses, which amounts to $3,711.66 for the daughter and, for the son, $2,240.40 from March 2021 to February 2023 and $2,646.43 from March 2023 onwards. Conversely, the Wife's counsel submits that a payment of $400.00 per Child is sufficient to meet their reasonable expenses.

17 The Husband says that the household expenses of the matrimonial home where the Children presently reside amounted to $7,126.10. The itemised expenditure list and my decision is as follows:

S/N	**Household Item**	**Husband's Position**	**Wife's Position**	**Court's Decision**
1	Wet Marketing	$300.00	$300.00	$2,300.00 for food-related expenses
2	Groceries from the supermarket, provision store etc.	$1,200.00	$600.00	

3	Daily Meal purchases	$1,500.00	$600.00	
4	Eating Out	$2,000.00	$800.00	
5	Purchases from Pharmacy/ Chinese Medicine Shop e.g. vitamins	$50.00	$20.00	$50.00
6	Pet Food	$300.00	$150.00	Disallowed.
7	Veterinary cost for the pet	$83.33	$83.33	
8	Utilities	$240.60	$171.60	$240.00
9	Maintenance of Air-Con & Parts	$100.00	$20.00	Disallowed.
10	Wear and tear of curtains/covers	$200.00	$0	
11	Breaking down of electronic goods (e.g. tv, video recorder, air conditioner, fans, CD player, etc.)	$300.00	$100.00	
12	Newspaper	$32.00	$32.00	Disallowed.
13	Cable TV, Wi-Fi, home phone bill	$159.10	$99.10	
14	Management fund and sinking fund for matrimonial home	$482.44	$482.44	

15	Property Insurance and House Contents Insurance	$83.30	$83.30	
16	Property Tax	$95.33	$95.33	
Total				$2,590.00

18 Maintenance for the child should not include items of expenditure that the parent with care and control would in any case have to incur even if that parent did not have care and control. For example, standard household expenses, such as MCST Fees, property taxes, Wi-Fi, property insurance and home phone bills, would be incurred regardless of whether the Children live with that parent. The mere fact that the Children have access and enjoy these household items does not mean that they are expenses of the Child. These items would have been paid for by the Husband even if he did not have care and control of the Children. The economic effect of including these as reasonable expenses of the Children is to order the Wife to subsidise the Husband's living expenses. This is not the purpose of child maintenance, which focusses on the reasonable expenses of the Children. Conversely, items such as utilities and groceries can reasonably increase proportionately with the number of household members. It is in respect of those household items that the maintenance obligation is reasonably divided among the number of household members.

19 As for the daughter's reasonable expenses, the Husband says that it ought to be $7,423.33 and the Wife says that it is $1,915.70. Maintenance is ordered, not to indulge the child with luxuries, but to provide for her reasonable financial needs. Furthermore, maintenance is also not a corporate reimbursement scheme where every item of expenditure is proved and claimed

by the parent who has care and control of the children against the other parent. The following items were listed by the parties:

S/N	Daughter's Expenditure	Husband's Position	Wife's Position	Court's Decision
1	One-third share of household expenses	$2,375.36	$1,212.36	$863.33
2	School Fees	$350.00	$0	$0
3	School Bus	$80.00	$50.00	$80.00
4	Allowance	$800.00	$0	$800.00
5	Medical	$16.67	$16.67	$16.67
6	Hair Cut	$30.00	$10.00	$20.00
7	Dental	$25.00	$20.00	$25.00
8	Birthday Cake and Gift	$17.50	$17.50	$17.50
9	Clothes and Shoes	$62.50	$62.50	$62.50
10	Holidays and Travel	$166.70	$0	Disallowed.
11	Chinese New Year Clothes	$33.33	$15.00	$15.00
12	Food, toiletries, and vitamins	$1,200.00	$120.00	Disallowed.

13	Tuition	$1,666.67	$0	Disallowed.
14	Crimson Logic Academic Guidance	$557.96	$0	$0
15	Books	$41.67	$41.67	$41.67
Total				$1,941.67 ≈$2000.00

20 I have disallowed expenses for holidays and travels as each party should bear their own costs for the overseas travels that they wish to plan for the Children. Expenses for food, toiletries and vitamins are disallowed as they have already been included in the household expenditure. Tuition expenditure is also disallowed as the daughter has graduated from pre-university education.

21 Finally, the Crimson Logic Academic Guidance which I have disallowed was a claim by the Husband that he would spend a total of $26,782.00 for the daughter's university admissions, which he has amortised over four years, thus arriving at $557.96 per month. He says that as of 22 September 2022, two payments amounting $10,618.80 and $7,079.00 have been made. The fact that an item of expenditure has been paid for does not necessarily mean that it is a reasonable expense for which maintenance must be ordered under the Charter: see *WBU v WBT* [2023] SGHCF 3 at [9]. Moreover, these payments were made post-divorce and the decision to incur this expenditure is, in my opinion, a unilateral decision of the Husband based on his parenting style. The law does not hold back the Husband from indulging the daughter, but it also cannot compel the Wife to contribute to such indulgence. In the unfortunate breakdown of a family, the question of maintenance is limited

to a test of reasonableness. Accordingly, the court will only order divorcing parties to pay what is reasonable for the child, and no more. The reasonable expenses of the daughter, as calculated, is $1,941.67 but I will round it to $2,000.00.

22 Having determined the quantum of maintenance, the next issue is how it ought to be apportioned between the parties. The Wife asks for an order that she only contribute $400.00 a month to the maintenance of each Child. Counsel for the Husband relies on the case of *TBC v TBD* [2015] 4 SLR 59 at [27] for the proposition that the starting point should be that parents bear the financial burden of maintenance equally. In my view, the Wife's position is too low, but I do not accept the Husband's position. As Debbie Ong JAD held in *WBU v WBT* [2023] SGHCF 3 at [34]-[36]:

> 34 In my respectful view, *TBC* was decided on its own facts and should not stand for the general proposition that equal apportionment is the starting point. In *TBC*, the wife's take-home income was $5,200 and the husband's take-home income was $14,075. The child's reasonable expenses were determined to be $1,440. Kan J was satisfied that since there was no evidence suggesting that parties could not afford to bear the child's expenses equally, to order equal apportionment for maintenance would not place unequal burdens on the parties despite the difference in financial means.
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> 35 I am of the view that there should not be a starting point that parents bear the financial burden of child maintenance equally. While both parents have the *equal parental responsibility* to care and provide for their children (see s 46(1) and s 68 of the Charter), it does not necessarily follow that every component of this duty must be borne equally in numerical terms, nor is it possible to divide the parenting duties in strictly mathematical ways.
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> In respect of maintenance, the Court of Appeal noted in *AUA v ATZ* [2016] 4 SLR 674 (at [41]):
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> > Undergirding these provisions [*ie* ss 68 and 69(4) of the Charter] is the principle which we would, to borrow an

> expression from another area of the law, call the principle of *common but differentiated responsibilities*: both parents are equally responsible for providing for their children, but their precise obligations may differ depending on their means and capacities (see *TIT v TIU* [2016] 3 SLR 1137 at [61]). The Charter clearly contemplates that parents may contribute *in different ways and to different extents in the discharge of their common duty* to provide for their children.
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> 36 It would thus be undesirable to assume, as a general rule or a starting point, that the financial obligation of maintenance should be borne equally in numerical terms between the parties. Marriage entails both financial and non-financial obligations – each spouse contributes in different aspects towards the marriage, and they fulfil different roles according to their individual capabilities in ensuring the welfare of the child.
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> [emphasis in original]

23 The Wife's income based on her 2020 IRAS Notice of Assessment ("NOA") is $104,042.00 (averaging $7,048.00 monthly). The Husband asserts that his earning capacity as $4,222.38 a month, based on his 2021 Income Tax Notice of Assessment where his assessable income was $75,477.00. On this basis, the Husband says that parties are of relatively equal earning capacity and are able to bear the maintenance burden equally.

24 However, what is relevant for the apportionment of the maintenance obligation is not one's last earned income, but one's earning capacity. Between the two, the Husband's earning capacity outstrips the Wife significantly. For Year of Assessment ("YA") 2017, the Husband's assessable income was $472,380.00 (averaging $39,365.00 monthly). In YA 2018, the Husband's assessable income was $561,661.00 (averaging $46,805.00 monthly). In YA 2019, the Husband's assessable income was $508,960.00 (averaging $42,413.00 monthly). In YA 2020, the Husband's assessable income was $285,287.00 (averaging $23,773.00 monthly). All this is before accounting for

the Husband's expansive investment portfolio. Although this is not captured by the income tax NOAs, investments are nevertheless an income stream that must be considered when ascertaining the Husband's earning capacity.

25 I order that the Wife contribute $900.00 for the daughter's living expenses. In the circumstances, this is fair and reasonable considering the disparity in parties' earning capacity, which is consonant with the Husband's own submission on the extent of his indirect non-financial contribution during the marriage. Although the asset pool that each party is entitled to is sizeable, a large portion of its value is locked into illiquid assets.

26 As the son is above the age of 21, no order of maintenance shall be made unless the court is satisfied that the order is necessary: see s 69(5) of the Charter. As for his daily expenses, the parties have agreed to provide maintenance for the son, but they dispute the amount to be provided. I am of the view that having come of age, it cannot be said that it is "necessary" within the meaning of s 69(5) of the Charter to make an order of maintenance for the son's daily living expenses. He had been serving National Service for the past two years where a reasonable allowance was provided. From the son's perspective, the parties' offer to provide maintenance should be seen as a privilege, not a right. Since there is no longer a legal obligation to maintain a child after he becomes an adult, the contributions by the parents are to be regarded as purely voluntary, at their own discretion. Beyond such voluntary contributions, the son must learn to be financially independent and provide for himself. I thus make no order as to maintenance for the son's daily living expenses and the parties are free to contribute as they deem appropriate.

27 Apart from the son's daily expenses, the second major issue concerns the costs of tertiary education, which is an item of maintenance which also concerns the daughter. The Husband says that the Wife should bear half the expenses of the Children regardless of which university they attend. The Wife says that what is reasonable in the circumstances is that she bears half the expenses of local tertiary education. At the hearing before me on 23 February 2023, I directed parties to provide cost estimates of the difference between local and overseas tertiary institutions. Counsel for the Husband submitted a table reflecting eight universities which the son has applied to, and all eight of them cost above S$300,000.00, without including living expenses. Both parties agree that the fees for a local tertiary institution cost less than S$50,000.00.

28 In *UYU v UYT* [2021] 3 SLR 539, I was faced with a similar application, only that in that case, it was the child himself who took out the application for maintenance against his own father. I held in that case that:

> 6 The father and son, who are respectively the appellant and respondent here, have reached an impasse. The respondent wants to go to Canada for further studies. The appellant thinks that he should pursue his studies here in Singapore. In happy families, parents might indulge their children when it comes to education and would often be the party to give in should their children appear determined, and the expenses required have been counted. Parents in broken families, on the other hand, may take a more parsimonious attitude towards their children's overseas education since money is often the subject of disagreement. The availability of comparable local courses, therefore, becomes a stronger factor, but again, it would still vary from family to family. The age of the child and the nature of the education add another dimension to the question. If the child is young, one might also say that there are strong grounds to keep him here if the parents are not comfortable sending him to a boarding school overseas.
>
> 7 But if the child is older and wishes to pursue an esoteric course like "The Horticulture of Tropical Orchids", the choice between a local course and an overseas one may be more

> difficult to make – unlike, for instance, a course leading to a degree in a popular course such as psychology. In this case, father and son have filed affidavits that their counsel submit support their respective positions. The appellant claims that there are at least six local institutions that offer comparable courses in journalism. The respondent disagrees. This leads to another unenviable position for the court – comparing and assessing the different courses. In the absence of an expert educationist or journalist, the court can only compare the different courses in a broad and general way. Mr Magintharan, counsel for the respondent, and Mr Thirumurthy, counsel for the appellant, referred to the respondent's intended course as a course on "journalism". "Journalism" is fast becoming an archaic word, not so much because mainstream journalism is losing space to bloggers and vloggers, but because it has come to represent only a segment of a much wider course that goes by different names, depending on the institution in question.

29 Counsel for the Husband told the court that the son wants to read "Sports Management" in America. In her submissions regarding the cost estimates, she said that the son is open to other courses such as Business and Economics. Conversely, the Wife says that the Children should attend university locally. It appears that once again, the court is asked to resolve a clash in parenting approaches. The Husband has supported the son in his sporting endeavours since young and believes that studying "Sports Management" in America is in his best interests. The Husband's parenting approach, however, is not shared by the Wife. In a healthy family, it is likely that such differences can be resolved — one parent might lead and the other might follow, but eventually, a joint decision can be made. But the reality of a broken marriage, as in the present case, is that parents no longer speak in one voice — if they do speak at all. The court, in deciding the issue of child maintenance, is guided by the principles of the welfare of the child and of reasonableness. The court is not the correct forum to endorse one parenting view over another. Thus, careful consideration must be given when declaring expenses as reasonable in the circumstances, especially

where such a declaration would essentially coerce one parent into accepting the other's parenting approach.

30 Here, both parents agree that it is in the Children's interest to pursue tertiary education. In my view, local tertiary fees is a reasonable expense. Should the Husband wish to sponsor the son's education in America in the name of love and fulfilment of his sporting dreams, he is, of course, free to do so. However, a divorce often leaves the parties in unequal financial positions. In my view, it will not be fair to require the Wife to share in the sum of S$300,000.00 for the son's tertiary education. Thus, I order that the Wife pay half of the costs of local tertiary education regardless of whether the Children enrol in a local or overseas university.

31 No order is made as to costs.

- Sgd -
Choo Han Teck
Judge of the High Court

Amelia Ang Yu Wen, Kang Su-Lin and Candice Li Jin Jie
(Lee & Lee) for the plaintiff;
Thian Wen Yi and Justin Ee Zhi-Ming (Harry Elias Partnership LLP)
for the defendant.
