IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2026] SGHC 26

Suit No 786 of 2021

Between

(1) Grace Chia June Theo (Xie Yunzhen) Mrs Grace Doney
(2) Madeline Georgia Doney
(3) Salvador Zurich Doney
(4) Genevieve Jupiter Doney

… *Plaintiffs*

And

(1) Selvakumar Ranjan
(2) NTT Transport Pte Ltd

… *Defendants*

JUDGMENT

[Damages — Assessment]
[Damages — Measure of damages — Dependency claims for death caused by wrongful act – Application of actuarial tables to dependency claims]
[Damages — Special damages]

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v
Selvakumar Ranjan and another

[2026] SGHC 26

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S Mohan J
1, 2, 4, 8, 9, 22–24 October 2024, 7 February 2025, 18 September 2025

30 January 2026 Judgment reserved.

S Mohan J:

Introduction

1 On 11 November 2019, Mr Mark Anthony Kirk Doney ("Mr Doney") was cycling along Nicoll Drive when he was involved in a tragic accident with a truck ("Accident"). The truck was driven by the first defendant, who was under the employment of the second defendant at the time. Mr Doney did not survive the Accident and succumbed to his injuries four days later on 14 November 2019. On 21 September 2021, the plaintiffs, as Mr Doney's dependents, commenced this action against the first and second defendants seeking damages as a result of Mr Doney's death.

2 Following a trial on liability, I found that the first defendant was wholly liable for the accident, and the second defendant vicariously liable for the first defendant's negligence: *Chia June Theo Grace (alias Xie Yunzhen) Mrs Grace Doney v Selvakumar Ranjan* [2023] SGHC 117 ("*Grace Chia (Liability)*") at

[98]. The defendants appealed my decision on liability to the Appellate Division of the High Court – that appeal was heard and dismissed on 6 February 2024. The matter then proceeded to the assessment of the plaintiffs' damages, which was also heard by me.

3 This judgment deals with the assessment of damages sought by the plaintiffs. The sums due are heavily contested. The plaintiffs seek more than S$4 million in damages, while the defendants have argued for a range of around S$700,000–S$800,000.[1] Many points have been taken as to the soundness of the calculations tendered by each party's expert and in many respects, the assessment of damages was a battle between the experts. Novel issues have also been raised, including whether it is possible to claim damages representing moneys or the monetary equivalent of assets which the plaintiffs say would have been willed by Mr Doney to them exclusively if Mr Doney had not passed away as a result of the Accident. This case may also be, as far as I am aware, the first time the court has had to grapple with the application of the actuarial tables as set out in Hauw Soo Hoon *et al*, *Actuarial Tables with Explanatory Notes for use in Personal Injury and Death Claims* (Academy Publishing, 2021) (the "PIRC Tables") to certain heads of claims advanced by the plaintiffs as Mr Doney's dependants.

Background Facts

4 As the background facts relating to the Accident may be found in *Grace Chia (Liability)*, I will not repeat them here.

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[1] Plaintiff's Reply Submissions dated 7 February 2025 ("PRS") at para 153; Defendant's Closing Submissions dated 27 December 2024 ("DCS") at para 153.

The Doney family

5 Mr Doney was an Australian born on 31 January 1964. He was 55 years old at the time of his death.[2] At the time of his passing, Mr Doney was a freelance visual effects ("VFX") artist. He registered his business as a sole proprietorship in Singapore under the name "Postman" and started freelancing proper in 2012.[3]

6 The first plaintiff ("Mrs Doney") is the lawful widow of Mr Doney. She is a Singaporean born on 9 August 1979 and is currently aged 46 (and was 40 years old at the time of Mr Doney's passing). Mrs Doney met Mr Doney in late 2006 in Australia, and shortly thereafter they became a couple who "travelled and lived between Singapore and Australia".[4] They married in Singapore on 7 August 2009.[5] There are three children of the marriage, and they are the second, third, and fourth plaintiffs respectively:[6]

(a) Madeline Georgia Doney ("Madeline") was born on 21 March 2011. She was 8 years old at the time of Mr Doney's passing and is currently 14 years old.

(b) Salvador Zurich Doney ("Salvador") was born on 21 May 2012. He was 7 years old at the time of Mr Doney's passing and is currently 13 years old.

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2 AEIC of Grace Chia June Theo (Xie Yunzhen) Mrs Grace Doney filed 9 July 2024 ("AEIC of Mrs Doney") at para 118.

3 AEIC of Mrs Doney at para 138.

4 AEIC of Mrs Doney at para 20.

5 AEIC of Mrs Doney at para 20.

6 AEIC of Mrs Doney at para 21.

(c) Genevieve Jupiter Doney ("Genevieve") was born on 21 May 2014. She was 5 years old at the time of Mr Doney's passing and is currently 11 years old.

7 At the time of Mr Doney's passing, the family stayed in a rented house at 4 Loyang Rise, Singapore 507597.[7]

8 Mr Doney had four adult children ("Adult Children") from two previous marriages:[8]

(a) Alexandra Cadence Doney, born on 29 December 1990. She was 28 years old at the time of Mr Doney's passing and is currently aged 35 years old.

(b) Monique Jordan Doney ("Monique"), born on 30 May 1992. She was 27 years old at the time of Mr Doney's passing and is currently 33 years old.

(c) Samantha Elizabeth Doney, born on 23 December 1994. She was 24 years old at the time of Mr Doney's passing and is currently 31 years old.

(d) Jordan Pierre Doney, born on 23 April 1999. He was 20 years old at the time of Mr Doney's passing and is currently 26 years old.

9 The Adult Children reside outside Singapore and are not parties to these proceedings, but they do feature in some of the background facts.[9]

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7 AEIC of Mrs Doney at para 22.

8 AEIC of Mrs Doney at para 15.

9 Statement of Claim (Amendment No. 1) at para 12.

Proceedings relating to Mr Doney's estate

10 Mr Doney passed away without making a will. Mrs Doney's position is that his intention, expressed when he was alive, had been to leave everything to the plaintiffs. I will deal with this contention at a more appropriate juncture later in this judgment, but for now, it suffices to note that Mr Doney's estate (in both Australia and Singapore) was ultimately distributed through the intestacy regime.[10]

11 Mr Doney had a small estate in Singapore, and this was subsequently administered by the Public Trustee. His estate here consisted mostly of monies in his Central Provident Fund ("CPF") account and an old motorcycle. The CPF monies were distributed to the plaintiffs and the Adult Children, and the motorcycle went to Mrs Doney.[11] For completeness, there was initially some question over whether Mrs Doney had failed to disclose to the Public Trustee the existence of certain sums which Mr Doney had in his DBS Corporate Multi-Currency Account number ending with 1577 (the "Postman Account").[12] But this point has not been pursued and appears to be no longer in issue.[13]

12 Most of Mr Doney's assets were in Australia, where the situation is somewhat more complicated. Upon application by Monique (the second of the Adult Children), she was appointed the sole administratrix of Mr Doney's estate.[14] Mrs Doney states that she was advised to file for Letters of

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10 Transcript of 1 October 2024 at p 23, lines 10–18.

11 AEIC of Mrs Doney at paras 79–83.

12 Transcript of 1 October 2024 at p 24, line 2 to p 25, line 12; AEIC of Mrs Doney at pp 498–499.

13 Transcript of 1 October 2024 at p 25, lines 1–8.

14 AEIC of Mrs Doney at para 86.

Administration in Australia,[15] but it is unclear from the evidence before me if this was done. Instead, what is in evidence is that Mrs Doney filed a Family Provision claim to obtain a larger share of Mr Doney's Australian estate but this was ultimately rejected by the relevant court in Queensland, Australia and Mrs Doney was ordered to pay costs.[16]

13 Pursuant to the distribution schedule exhibited in Mrs Doney's affidavit of evidence-in-chief ("AEIC"),[17] it appears that Mr Doney had slightly more than A$1.1 million in his estate at the time of his death. The biggest component of the estate was a property Mr Doney owned at 182 Weller Road, Tarragindi, Queensland 4121 (the "Australian Property"), which was sold by Monique for a contract price of A$900,000.[18] Of this, the estate received the sum of A$877,836.97 as the net sale proceeds (after deducting the associated sale costs).[19] The second biggest component of Mr Doney's estate was funds derived from Mr Doney's National Australia Bank Account number ending 1004 (the "NAB Account"), amounting to A$238,307.38.[20]

14 An Australian law firm, Barry Nilsson, assisted with the distribution of Mr Doney's estate. The estate was distributed on the basis that immovable assets would be subject to the provisions of Queensland's intestacy law, while moveable assets (*ie*, monies in bank accounts) would be distributed according to Singapore's intestacy law.[21] Under Queensland law, Mrs Doney would

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15 AEIC of Mrs Doney at para 78.

16 AEIC of Mrs Doney at para 87.

17 AEIC of Mrs Doney at pp 147–151.

18 AEIC of Mrs Doney at p 157.

19 AEIC of Mrs Doney at p 147.

20 AEIC of Mrs Doney at p 147.

21 AEIC of Mrs Doney at p 145 (Letter from Barry Nilsson dated 1 December 2023).

receive A$150,000 (and household chattels) from the estate, after which the remainder would be split one-third in Mrs Doney's favour, with the remaining two-thirds distributed equally amongst all of Mr Doney's seven children (*ie*, the second to fourth plaintiffs and the Adult Children): see Succession Act 1981 (Qld) ss 35, 36A, read with Sch 2, Part 1.[22] Under Singapore law, Mrs Doney would receive half of Mr Doney's estate, with the remaining half split equally amongst all of Mr Doney's children: see s 7 of the Intestate Succession Act 1967 (2020 Rev Ed), Rules 2 and 3.

15 Pursuant to the distribution schedule prepared by Barry Nilsson, after deducting the various legal and administrative fees, it appears that the plaintiffs ultimately stood to receive A$483,946.45 for Mrs Doney, and A$76,761.76 for each of the three children, giving rise to a total of A$714,231.73 – of which, based on the schedule, A$102,934.60 was deducted as a result of cost orders made against Mrs Doney, and a further A$21,006.42 for moneys withdrawn from Mr Doney's account(s) after his passing.[23]

The witnesses

16 The plaintiffs called a total of 15 witnesses for the assessment of damages hearing. Out of these, the AEICs of eight witnesses were agreed by the defendants to be admitted into evidence without the need for them to attend the hearing as the defendants had no questions to raise with them in cross-examination.[24] These witnesses were:

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22 AEIC of Mrs Doney at p 96.

23 AEIC of Mrs Doney at p 150.

24 Plaintiff's Closing Submissions dated 27 December 2024 ("PCS") at para 7.

(a) Russell Barry Matthews, a property consultant located in Australia who Mr Doney had contacted sometime in March 2019.[25]

(b) Yeo Soo Teck Freddie, the current Chief Operating Officer of Infinite Frameworks Pte Ltd ("Infinite Frameworks") (a media entertainment and creative services company in Singapore) and who had worked with Mr Doney over the years for various freelance projects;[26]

(c) Yeo Wen Chek, an employee at Infinite Frameworks who worked with Mr Doney;[27]

(d) Farquhar Struan Ernest Laurence, an employee with Edisen Singapore Pte Ltd (formerly known as Chimney Group Asia Pacific), who had worked with Mr Doney when he was engaged for various freelance projects;[28]

(e) Scott Edward Doney ("Mr Scott Doney"), Mr Doney's older brother;[29]

(f) Peter David Tresize, Mr Doney's friend and a fellow VFX artist;[30]

(g) Sariyanti Binte Sannie, an Executive Producer at SixToes who had previously worked with Mr Doney;[31] and

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25 AEIC of Russell Barry Matthews filed 5 July 2024 at para 5.

26 AEIC of Yeo Soo Teck Freddie filed 5 July 2024 at paras 4–5.

27 AEIC of Yeo Wen Chek filed 5 July 2024 at para 5.

28 AEIC of Mr Farquhar Struan Ernest Laurence filed 5 July 2024 at paras 4–5.

29 AEIC of Scott Edward Doney filed 5 July 2024 ("AEIC of Mr Scott Doney") at para 4.

30 AEIC of Peter David Tresize filed 5 July 2024 at para 6.

31 AEIC of Sariyanti Binte Sannie filed 5 July 2024 at paras 5–6.

(h) Timothy Philip Baier, a VFX artist and Mr Doney's mentee.[32]

17 I heard evidence from the following remaining seven witnesses:

(a) Mrs Doney;

(b) Mayo-Smith Richard Paul ("Mr Paul"), who at the time of Mr Doney's passing was the Managing Director and Executive Producer of Heckler SG Pte Ltd (a VFX and post-production company), and who had experience working with Mr Doney;[33]

(c) Paul Andrew Stevens ("Mr Stevens"), Mr Doney's industry colleague and friend;[34]

(d) Rufus Tara Lancelot Blackwell ("Mr Blackwell"), a freelance VFX artist who was Mr Doney's mentee;[35]

(e) Thomas Scott William ("Mr William"), Mr Doney's friend and ex-colleague – they had worked together at "Cutting Edge", a post-production company, for about eight years from 2000 to 2008;[36]

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32 AEIC of Timothy Philip Baier filed 5 July 2024 at paras 5–6.

33 AEIC of Mayo-Smith Richard Paul filed 5 July 2024 ("AEIC of Mr Paul") at para 8.

34 AEIC of Paul Andrew Stevens filed 5 July 2024 ("AEIC of Mr Stevens") at para 4.

35 AEIC of Rufus Tara Lancelot Blackwell filed 5 July 2024 ("AEIC of Mr Blackwell") at para 6.

36 AEIC of Thomas Scott William filed 5 July 2024 ("AEIC of Mr William") at paras 3–4.

(f) Haydn Thomas Evans ("Mr Evans"), an ex-Executive Producer at SixToes TV Pte Ltd (a production solutions company) who had contracted Mr Doney for his freelance work;[37] and

(g) Iain Potter ("Mr Potter"), the plaintiffs' expert witness. Mr Potter filed three expert reports in the course of these proceedings, which I will refer to as "POTTER1", "POTTER2", and "POTTER3" respectively.[38] The plaintiffs also annexed two emails from Mr Potter at the end of their reply submissions containing further comments.[39] POTTER1 is no longer relevant – Mrs Doney confirmed on the first day of trial that she was relying mainly on POTTER2;[40] and Mr Potter also stated that because POTTER1 was "prepared without the benefit of a lot of the information", he would consider it "as falling entirely by the wayside".[41]

18 The defendants called a single witness, who was their expert Tam Chee Chong ("Mr Tam"). Mr Tam filed two expert reports in these proceedings, which I will refer to as "TAM1" and "TAM2" respectively.[42] Mr Tam also provided additional comments to some of Mr Potter's calculations – these were annexed to the defendants' closing submissions and are referred to as

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37 AEIC of Haydn Thomas Evans filed 5 July 2024 ("AEIC of Mr Evans") at paras 3–4, and 6.

38 Expert Report of Iain Potter dated 16 November 2021 ("POTTER1"); 2nd Expert Report of Iain Potter dated 28 August 2024 ("POTTER2"); and 3rd Expert Report of Iain Potter dated 9 October 2024 ("POTTER3").

39 PRS at pp 42–43.

40 Transcript of 1 October 2024, p 17, lines 15–21.

41 Transcript of 22 October 2024, p 6, lines 14–16.

42 Expert Report prepared by Tam Chee Chong of Kairos Corporate Advisory Pte Ltd dated 28 August 2024 ("TAM1") and Reply Expert Report prepared by Tam Chee Chong of Kairos Corporate Advisory Pte Ltd dated 23 September 2024 ("TAM2").

"TAM3".[43] Mr Tam gave evidence concurrently with Mr Potter in the format colloquially known as "hot tubbing".

Overview of the parties' positions

19 The following claims have been agreed:[44]

(a) S$15,000 for bereavement. This claim arises pursuant to s 21 of the Civil Law Act 1909 (2020 Rev Ed) ("CLA") and is for the benefit of Mrs Doney only: s 21(2)(*a*) of the CLA. The sum of S$15,000 is prescribed by statute: s 21(4) of the CLA.

(b) In respect of special damages:

(i) S$8,612.82 for medical expenses;

(ii) S$2,652.20 for cremation;

(iii) S$8,000 for personal effects; and

(iv) S$438.55 for Public Trustee fees.

20 Collectively, these agreed sums amount to **S$34,703.57**.

21 The following claims remain disputed and arise for my determination:[45]

(a) loss of dependency;

(b) loss of inheritance (including partial loss of assets on intestacy);

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43 Comments on Plaintiff's Expert's Re-calculation prepared by Tam Chee Chong of Kairos Corporate Advisory Pte Ltd dated 8 November 2024 ("TAM3").

44 PCS at para 9; Defendants' Opening Statement filed 24 September 2024, Annexure.

45 PCS at para 8.

(c) accelerated loss of use of the Australian Property;

(d) loss of appreciation of the Australian Property (to date of trial);

(e) special damages in respect of (i) the final mortgage payment, (ii) legal fees for Mrs Doney's Family Provision claim, and (iii) legal fees for the Grant of Letters of Administration;

(f) deprivation of family benefits (although the plaintiffs have not identified a sum which they seek under this head); [46] and

(g) costs, interest, and disbursements.

22 Considering the number of issues that arise for my determination, I propose to adopt an issue-based approach, addressing each head of claim independently and considering the parties' respective positions on that issue at the appropriate juncture.

Loss of dependency

23 I first begin by setting out some general principles that will underpin my assessment of damages in this case.

24 A dependency claim arises under s 20 of the CLA, which provides a right of action against the person who caused the death of a person, for the benefit of the deceased person's dependants. There is no dispute in this case that Mrs Doney and her three children are all "dependants" within the meaning of the provision. Section 22 of the CLA is also relevant and it states:

[46] PCS at para 280.

> **Assessment of damages**
>
> 22.—(1) In every action brought under section 20, the court may award such damages as are proportioned to the losses resulting from the death to the dependants respectively except that in assessing the damages there shall not be taken into account —
>
> (*a*) any sum paid or payable on the death of the deceased under any contract of assurance or insurance;
>
> (*b*) any sum payable as a result of the death under the Central Provident Fund Act 1953; or
>
> (*c*) any pension or gratuity which has been or will or may be paid as a result of the death.
>
> (1A) In assessing the damages under subsection (1), the court shall take into account any moneys or other benefits which the deceased would be likely to have given to the dependants by way of maintenance, gift, bequest or devise or which the dependants would likely to have received by way of succession from the deceased had the deceased lived beyond the date of the wrongful death.
>
> …

25 The purpose of a dependency claim is to "compensate for *loss* which the depend[a]nt has incurred as a result of the death" [emphasis in original]: *Hanson Ingrid Christina v Tan Puey Tze* [2008] 1 SLR(R) 409 ("*Christina Hanson*") at [31]. The relevant test is whether the dependant had a "reasonable expectation of pecuniary benefit": *Christina Hanson* at [26] citing *Gul Chandiram Mahtani v Chain Singh* [1996] 1 SLR 154 ("*Gul Chandiram Mahtani*"). Prakash J (as she then was) observed that this is ordinarily done in two ways (*Christina Hanson* at [26]):

> … (a) the court may simply add together the value of the benefits received by the depend[a]nts from the deceased ("traditional method"); or (b) the court may deduct a percentage from the deceased's net salary consisting of his or her exclusively personal expenditure ("percentage deduction method"). …

The general methodology

26 While both experts disagree on many aspects of the calculations, I consider that their *general approach* towards the dependency calculations remains similar.[47] For present purposes, I consider it useful to set out the broad structure that I will adopt as a means of providing a base from which to address the disagreements between the experts and / or parties:[48]

(a) First, obtain Mr Doney's gross income prior to the Accident.

(b) Second, project Mr Doney's gross income over the years. This will require me to determine the rate (if any) at which his income would have increased over time.

(c) Third, calculate and deduct the applicable income tax and Central Provident Fund ("CPF") contributions which would have been payable on Mr Doney's projected income, in order to determine the net income he would have been expected to receive each year (*ie*, his expected "take home" income each year). In addition, estimate the amount which Mr Doney would have saved each year – after deducting his savings from his "take home" income, the balance would represent Mr Doney's disposable income (for expenditure on himself and the plaintiffs). I note here that there does not appear to be any serious dispute between the parties over the figures to be used for income tax, CPF and savings.

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47 TAM2 at para 11; PCS at para 46.

48 POTTER2 at para 3.6.

(d) Fourth, determine the date at which the dependency will cease. The period from the date of the Accident to the date the dependency will cease is the "period of dependency".

(e) Fifth, estimate the amount (from his disposable income) which Mr Doney would have spent on himself and the plaintiffs. The amount which Mr Doney would have been expected to spend on the plaintiffs each year is the amount of dependency the plaintiffs would have expected to receive per year (*ie*, the multiplicand).

(f) Sixth, apply the applicable discounts (*ie*, the multipliers) to the dependency amounts (*ie*, the multiplicand) to obtain the present value of *each year's* loss.

(g) Lastly, add up the present value of each year's loss for the duration of the period of dependency to obtain the *total* amount of dependency.

27 It will be apparent from this structure that both experts adopted a methodology akin to the percentage deduction method in this case.[49] I am accordingly content to proceed on this common basis.

Multipliers and multiplicands

28 A "multiplier-multiplicand" approach is normally utilised to assess damages awarded for future earnings or expenses.

29 The "multiplicand" is the quantum of loss expected to be sustained over a period of time (*eg*, lost yearly income). The multiplicand is multiplied by a

[49] PCS at para 77; DCS at para 64.

"multiplier", which is a mathematical figure representing (a) the length of time over which the quantum of losses are to be sustained (*eg*, 20 years) and (b) a discount applied to account for (i) the accelerated receipt of a lump sum of expected future payments (*ie*, the present value of money), and (ii) the risk that these future payments may never materialise due to unexpected events (*eg*, early mortality) – what is often referred to as the "vicissitudes of life": see generally, *Quek Yen Fei Kenneth v Yeo Chye Huat* [2017] 2 SLR 229 ("*Kenneth Quek*") at [43]–[45], and [57].

30 A greater discount is generally applied when the expected period of future loss is longer. This is to reflect the "increased *compounding* of the effect of accelerated receipt, inflation, contingencies, and other vicissitudes of life" [emphasis in original]: *Kenneth Quek* at [63].

31 Since March 2021, the ascertainment of an appropriate multiplier has been greatly assisted by the availability of the PIRC Tables.

32 For cases conducted under the auspices of the Rules of Court (2014 Rev Ed), the court will refer to the PIRC Tables to determine an appropriate multiplier where the assessment of damages is heard on or after 1 April 2021, "unless the facts of the case and ends of justice dictate otherwise": Supreme Court Practice Directions 2013, para 159.

33 These assessment of damages proceedings were heard after 1 April 2021 and both parties have proceeded on the basis that the PIRC Tables should apply. I have accordingly referred to the PIRC Tables to assist me in ascertaining the appropriate multipliers in this case. Even so, the parties disagreed as to how the PIRC Tables should be used or interpreted in order to arrive at the appropriate

multiplier for some of the heads of claim. I will address these disagreements in greater detail later in this judgment.

Step 1: Mr Doney's gross income

34 The first step in the methodology (at [26] above) is to consider and determine Mr Doney's gross income.

35 The available evidence is unfortunately sparse. Mr Doney had only started maintaining proper records for his business from 2016 onwards and Mrs Doney provided what documents she could find in the form of bank statements, PayPal statements, invoices, and receipts.[50] By matching these documents, Mr Potter obtained figures representing Mr Doney's gross income for the years 2016 to 2019, and Mr Tam does not dispute the figures:[51]

2016	**2017**	**2018**	**2019**
S$220,721	S$266,149	S$205,198	S$242,117

36 I also have the benefit of Notices of Assessment ("NOA") issued by the Inland Revenue Authority of Singapore ("IRAS") which Mr Doney had received in respect of income he had declared from 2016 to 2019 (corresponding to the Years of Assessment 2017 to 2020):[52]

2016	**2017**	**2018**	**2019**
S$108,728	S$170,375	S$117,858	S$98,000

50 AEIC of Mrs Doney at para 141.

51 POTTER2 at para 3.14; Transcript of 22 October 2024 at p 12, lines 11–14.

52 AEIC of Mrs Doney at para 145.

37 Parties also appear to accept that the NOA figures for 2019 might be inaccurate because Mrs Doney had filed the income declaration in 2020 on Mr Doney's behalf following his passing in November 2019.[53] This was a contention raised by the plaintiffs and which was not objected to by the defendants. That said, in light of the findings I have made below at [49], the issue of the accuracy of Mr Doney's NOAs falls by the wayside.

38 As is plainly evident from the two tables at [35] and [36], Mr Doney's gross income as gleaned from his personal documents appears to be significantly more, sometimes almost double that declared to IRAS. Nonetheless, the defendants accept that the figures Mr Potter obtained represent Mr Doney's gross income from 2016 to 2019 (*ie*, Mr Doney's total annual *revenue*).[54] Where the parties diverge is *what effect* to give to the stark difference between the figures obtained by Mr Potter's matching exercise (at [35]) and those declared to IRAS (at [36]).

Parties' arguments

39 Mrs Doney's explanation for the discrepancy is that, either a portion of Mr Doney's income was not derived locally (and so was not taxable), or Mr Doney had simply under-declared his income to IRAS. In other words, the IRAS NOAs are not accurate depictions of Mr Doney's actual total annual income.[55] When Mrs Doney's explanation was brought to his attention in cross-examination, Mr Tam accepted this was a possibility but pointed out that there was no evidence to support it.[56]

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53 PCS at para 57.

54 DCS at para 53.

55 Transcript of 1 October 2024 at p 45, lines 16–22.

56 Transcript of 22 October 2024 at p 28, lines 7–22.

40 The defendants take the position that the difference must be on account of large business expenses, and so despite high revenues, Mr Doney's actual (taxable) income must have been much lower.[57] In support of this position, Mr Tam made the following points:

(a) There is no evidence that the "undeclared" income derives from income earned outside Singapore.[58]

(b) Foreign-sourced service income received in Singapore is still taxable unless the taxpayer meets the requirements for an exemption, and there is no evidence that Mr Doney met these requirements.[59] Mr Tam referred me to the IRAS e-Tax Guide, "Tax Exemption for Foreign-Sourced Income" (4th Edn) ("e-Tax Guide").[60]

(c) In the absence of evidence otherwise, it would not be unreasonable to assume that the difference in income was due to business expenses.[61]

41 On the basis that the difference in declared income represents Mr Doney's business expenses, Mr Tam assessed Mr Doney's profit margin at between 53% to 57%, which the defendants say should be applied to his projected future earnings. The reason for this range is that Mr Tam sought to exclude Mr Doney's 2017 income on the basis that it was an outlier (a point

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57 DCS at para 55.

58 TAM2 at para 7(1)(a).

59 TAM2 at paras 7(1)(b)–(c).

60 TAM2 at para 7(1).

61 TAM2 at para 7(d).

which I will deal with below).[62] Mr Tam's calculations are reproduced below as "Figure 1":[63]

Suit No: HC/S 786/2021
Title: Analysis of the average profit margin

Base Case Scenario - Trade Income in 2017 is NOT part of the trend

Description	2016 S$	2017 S$	2018 S$	Formula
Gross Trade Income (based on matched invoices)*	220,271	266,149	205,198	*A*
Net Trade Income declared to IRAS#	108,728	170,375	117,858	*B*
Differences assumed to be business expenses	111,543	95,774	87,340	*C = A - B*
Profit Margin:	49%	64%	57%	*D = B / A*

Average Profit Margin (without outlier of 2017): 53%

Average Profit Margin (with outlier of 2017): 57%

Notes
* *Figures extracted from paragraph 3.14 of the Plaintiff's Second Expert Report.*
\# *Figures extracted from Annex 10 of the Plaintiff's First Expert Report.*

Figure 1

42 To buttress their conclusion, the defendants further submit that because Mr Doney "worked out of his [Singapore] residence, rent for his home should also be accounted for as a business expense".[64] On their case, rent comprises approximately 20% of Mr Doney's gross income, so his business expenses should be at least that amount. Needless to say, adopting the defendants' estimation of business expenses at more than 50% would severely eat into Mr Doney's projected earnings. Indeed, this disagreement over Mr Doney's business expenses, and by extension, his expected profits, accounts for a large part of the divergence between the sums proffered by both parties (see above at [3]).

43 Unsurprisingly, the plaintiffs firmly disagree with the defendants' position. Mrs Doney undertook a review of the "deposits and withdrawals" in Mr Doney's Postman Account and derived a figure of approximately 6% as

62 TAM2 at para 8, and Annex 6.

63 TAM2 at Annex 6.

64 DCS at para 59.

representing his average yearly operating expenses.[65] The plaintiffs say that this figure is justified having regard to the following:

(a) Mr Doney operated "primarily from the offices of his clients, from home or on the set".[66]

(b) The business had few overheads – the major expenses were tools such as Mr Doney's computer set up and software subscriptions.[67]

(c) The computer set up of a VFX artist would only need to be replaced once every few years, and Mr Doney apparently received complimentary or discounted software regularly in exchange for his services.[68]

(d) Any additional costs "incurred by Mr Doney directly for hiring freelancers was rare and negligible".[69]

(e) In relation to the defendants' argument that rental should be factored in as a business expense, the plaintiffs submit that the residence was primarily a home for the Doney family and Mr Doney's use of the residence was merely incidental.[70] Further, Mr Paul's evidence was that in the period right before his passing Mr Doney had been working from the office of Mr Paul's company.[71]

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65 PCS at paras 60–61.

66 PCS at para 62.

67 PCS at para 62.

68 PCS at paras 65–66.

69 PCS at para 69.

70 PRS at para 58.

71 PRS at para 59; AEIC of Mr Paul at para 16.

(f) Lastly, such a high percentage of operating costs (as suggested by Mr Tam) would not be consistent with Mrs Doney's evidence that the family's expenses (excluding Mr Doney's) amounted to approximately S$9,400 per month.[72]

My decision on Mr Doney's gross income

44 Before addressing the other points, I would say that I am hesitant about placing weight on this last point made by the plaintiffs. To say that because the family was spending so much per month, Mr Doney must have earned a substantially larger sum is to place the cart before the horse – as Mr Tam points out, the Doney family may have had to dig into their savings in order to sustain their expenditure.[73]

45 That said, I find myself broadly in agreement with the plaintiffs on the issue of Mr Doney's gross income. I am prepared to accept the defendants' argument that Mrs Doney's calculation of 6% for business expenses might be subjective,[74] or even self-interested (even if unconsciously so). However, I am unable to agree with Mr Tam's suggestion that Mr Doney's business was generating operating expenses in the region of more than 50% of gross income. I cannot ignore the nature of Mr Doney's business. It was a home-based, software-heavy business. Mr Doney had no permanent staff under his employ. While he did on occasion engage freelancers to assist him, that did not incur significant costs (see above at [43(d)]). The available evidence shows that Mr Doney's biggest expense was his computer set up, which was not a recurring expenditure – only one S$15,000 purchase was identified between 2016 to

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72 POTTER3 at para 3.4; Transcript of 22 October 2024 at p 19, lines 5–8.

73 Transcript of 22 October 2024 at p 27, lines 8–16 and 26–28.

74 Defendant's Reply Submissions filed 7 February 2025 ("DRS") at para 3.

2019.[75] I accept that the plaintiffs are the only ones capable of providing any evidence to the contrary, but even accounting for some level of self-interest, there is no suggestion that Mr Doney's expenses were anywhere near the level suggested by Mr Tam.

46 I also reject the defendants' submission that rental should be factored into Mr Doney's business expenses. As the plaintiffs point out (and I do not think it can be seriously disputed), rental was paid on the residence primarily to provide a *home* for the family.[76] Without saying any more than I need to on tax law (on which I did not have the benefit of submissions), the expenditure on rent would likely not have been deductible as a business expense as it was not "wholly and exclusively" incurred for the production of income: see ss 14(1), 15(1)(*b*) and 15(1)(*f*) of the Income Tax Act 1947 (2020 Rev Ed); *NE v Comptroller of Income Tax* [2006] SGHC 199 at [10] (the purpose of the expenditure is relevant to whether an expense was wholly and exclusively incurred in the production of income).

47 Against these observations there is also no basis for assuming that the difference in declared income should be chalked down to operating expenses. For a start, I cannot accept Mr Tam's opinion that Mr Doney might have had to pay tax on his foreign-sourced income as conclusive (see [40(b)] above). Mr Tam was not giving evidence as an expert on Singapore tax law, nor is he legally trained. While Mr Tam did refer me to the e-Tax Guide, an e-Tax Guide is merely a guideline and has no force of law: *Comptroller of Goods and Services Tax v Dynamac Enterprise* [2022] 5 SLR 442 at [21]. I thus cannot accord much weight to his opinions on the applicable tax position. Furthermore,

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75 PCS at paras 63–64.

76 PRS at para 58.

as neither party has made submissions on the applicable tax rules, it would not be right for me to come to a firm landing on whether Mr Doney should or should not have declared and paid tax on the "additional" income. The point is that it is *possible* that Mr Doney's foreign sourced income was not taxable and did not need to be declared (or at least Mr Doney believed that to be the case).

48 I also cannot ignore the possibility that Mr Doney (as a self-employed person) *might* have under-declared his income to IRAS, although I stress again that I make no finding as to whether this was indeed the case. In *Christina Hanson*, the court was similarly alive to the possibility that the deceased's declared income might not have been accurate because he had been "trying to lower his income and conceal his assets as a result of the matrimonial proceedings" (at [9]). Similarly, in this case, it would be artificial and blinkered for me to treat the IRAS NOAs as conclusive evidence.

49 For these reasons, I find that Mr Potter's calculations as derived from Mr Doney's various financial documents are a better approximation of Mr Doney's gross income. I accept Mrs Doney's evidence that 6% is a better estimation of Mr Doney's yearly operating expenses than the defendants' figure of more than 50%. Apart from the suggestion that Mrs Doney's calculations might be subjective and speculative,[77] the defendants could not point to any specific error with, or objection to, Mrs Doney's calculations. I was initially minded to round up the figure to 10% to account for the possibility that Mrs Doney's computation might not be completely accurate – for example, to account for the possibility that Mr Doney may have had other expenses which he paid for in cash, which would not have been reflected in his bank statements. But in the end, I have decided to affirm the figure of 6% as there is no evidence

[77] DRS at para 3.

before me of any errors in Mrs Doney's computation; it would accordingly be unfair to the plaintiffs if I were to simply round up the figure to 10% to account for *possible* errors when no specific errors have been highlighted by the defendants. Accordingly, I will use a figure of 6% to represent Mr Doney's yearly operating expenses, and which will need to be deducted from his projected gross income.

50 For completeness, I would add that it is beside the point whether there was any actual under-declaration of income by Mr Doney (whether negligently or deliberately). The common law has generally not barred claims for lost earnings on the basis of prior failures to pay tax, save that adjustments may need to be made to account for duties owed: *Newman v Folkes* [2002] EWCA Civ 591 at [14] (cf. *Hunter v Butler* [1995] Lexis Citation 4352, where the claimant was unable to claim dependency for fraudulently obtained and undeclared earnings as she had been privy and a party to her husband's illegal activities; see James Edelman, *McGregor on Damages* (21st Ed, Sweet & Maxwell 2021) ("*McGregor on Damages*") at para 41-013). As I have made no findings on the applicable tax position, no further adjustment is required as regards Mr Doney's pre-accident earnings.

Step 2: Projection of Mr Doney's income

51 The next issue I turn to is how Mr Doney's income should be projected over time. The parties adopted two different approaches towards projecting Mr Doney's income.

52 For the plaintiffs:

(a) Mr Potter took the average of Mr Doney's income for the years 2016 to 2019 (see above at [35]) to obtain a figure of S$233,433.59 as Mr Doney's projected gross income for the year 2020, being the year immediately after Mr Doney's passing.[78]

(b) As to the rate of increase in Mr Doney's income, the plaintiffs have provided two possibilities for my consideration.[79] Their (presumably) primary position is that Mr Doney's income, up to the age of 70, would have increased at a rate above inflation commensurate with increases enjoyed by workers in Singapore (based on statistics from the Ministry of Manpower). After age 70, it would have increased in line with inflation – the plaintiffs' calculations in this regard have been reproduced below at Figure 2 (assuming a retirement age of 77 in the year 2041).[80] In the alternative, Mr Doney's income would at least have increased in line with inflation.

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78 POTTER2 at para 3.16.

79 PCS at para 83; POTTER2 at para 3.17.

80 Email from Grace Law LLC dated 6 November 2024 enclosing excel file titled "Doney, JSH Calculations Requsted by Court 01-11-2024" ("Plaintiffs' Excel"), sheet titled "Income (Ret. at 77)" (excerpt).

Calculation of Net Income (Updated)

Year	Age Att. in Year	Total Income	Growth
2019	55	233,433.59	
2020	56	236,701.66	1.40%
2021	57	240,488.89	1.60%
2022	58	241,450.84	0.40%
2023	59	242,416.65	0.40%
2024	60	247,344.60	2.03%
2025	61	252,372.73	2.03%
2026	62	257,503.08	2.03%
2027	63	262,737.72	2.03%
2028	64	268,078.77	2.03%
2029	65	273,528.39	2.03%
2030	66	279,088.80	2.03%
2031	67	284,762.24	2.03%
2032	68	290,551.01	2.03%
2033	69	296,457.47	2.03%
2034	70	302,483.99	2.03%
2035	71	302,483.99	
2036	72	302,483.99	
2037	73	302,483.99	
2038	74	302,483.99	
2039	75	302,483.99	
2040	76	302,483.99	
2041	77	25,690.42	

Figure 2

53 For the defendants:

(a) Mr Tam first derived an average profit margin (in percentage terms) for the years 2016 to 2018 based on his assumption that the difference in declared income was due to Mr Doney's high operating expenses (an assumption I have already rejected at [45]–[49] above). As alluded to above, Mr Tam also suggested removing Mr Doney's 2017 income from the dataset because it was an outlier. In this regard, he prepared two sets of calculations, showing the impact of Mr Doney's 2017 income on Mr Doney's average profit margin. As can be seen from Mr Tam's calculations reproduced at Figure 1 (see above at [41]), including Mr Doney's 2017 income would increase Mr Doney's average profit margin from 53% to 57%.

(b) After calculating the average profit margin (with and without the 2017 income as an outlier), Mr Tam then obtained Mr Doney's "Net Trade Income" for the year 2019 by applying the average profit margin percentage (*ie*, either 53% or 57%) to Mr Doney's gross income of S$242,117 for the year 2019. Mr Tam then applies this 2019 "Net Trade Income" for *all* subsequent years, with no changes for inflation or increases in income. Figure 3 illustrates this, using a "Base Case Scenario" where Mr Doney's 2017 income is excluded (*ie*, applying a 53% profit margin):[81]

Calculation of Net Trade Income

Description	Base Case Scenario	Alternative Case Scenario
Annualised Gross Trade Income (2019):#	242,117	242,117
Average profit margin from Annex 6:	53%	57%
Net Trade Income:	129,287	137,855

Calculation of the post-tax income (Base Case Scenario)

		A
Year	Age	Net Trade Income
2019	55 - 56	129,287
2020	56 - 57	129,287
2021	57 - 58	129,287
2022	58 - 59	129,287
2023	59 - 60	129,287
2024	60 - 61	129,287
2025	61 - 62	129,287
2026	62 - 63	129,287
2027	63 - 64	129,287
2028	64 - 65	129,287
2029	65 - 66	129,287
2030	66 - 67	129,287
2031	67 - 68	129,287
2032	68 - 69	129,287
2033	69 -70	129,287
2034	70 - 71	129,287
2035	71 - 72	129,287
2036	72 - 73	129,287

Figure 3

[81] TAM2 at Annex 8 (excerpt).

54 Arising from this discussion, three sub-issues need to be determined here:

(a) whether Mr Doney's income in 2017 is an outlier which should be excluded;

(b) which approach, of the two identified at [52] and [53] above, should be preferred for purposes of projecting Mr Doney's future income; and

(c) what is the appropriate rate of increase (if any) of Mr Doney's income.

Whether 2017 is an outlier

55 Mr Tam raises the issue of whether the gross income from 2017 should be included in the data set, or whether projections of Mr Doney's income should only be assessed based on the years 2016, 2018, and 2019. The reason for this is that Mr Tam considers Mr Doney's 2017 income to be a "significant outlier".[82]

56 I reject Mr Tam's suggestion that Mr Doney's income for 2017 should be removed from the analysis. Mr Tam quite candidly acknowledged at trial that the decision of whether to characterise 2017 as an outlier was "subjective", and he was not saying that this was necessarily the "right way" to go about it.[83] Mr Tam also cautioned that the data set was very limited,[84] but in my view a limited data set instead militates against finding that any particular year is an

82 TAM1 at para 31.

83 Transcript of 22 October 2024 at p 61, lines 25–28.

84 Transcript of 22 October 2024 at p 60, lines 5–8.

"outlier". Further, the only conceivable reason for characterising 2017 as an outlier is because, as is apparent from the table at [35], Mr Doney's gross income for that year was somewhat higher than in any of the other years from 2016 to 2019. In my view, that is not a justifiable basis upon which to exclude the 2017 income from the calculations.

57 For these reasons, I find that Mr Doney's 2017 income is not an outlier and should be included in the calculations of his projected income.

The approach to projecting Mr Doney's income

58 Having considered the two approaches above (at [52] and [53]), I prefer Mr Potter's approach which projects Mr Doney's income for the year 2020 by averaging out his gross income for the years 2016 to 2019. In my view, this gives effect to the full range of data points available. I acknowledge that Mr Tam's approach also involves "averaging" in the sense that Mr Tam sought to obtain Mr Doney's average profit margin, but I do not think it would be appropriate to adopt his approach given my disagreement with his method of calculating Mr Doney's operating expenses (see above at [45]).

59 That said, I would make a slight adjustment to Mr Potter's approach. The 2019 gross income figure which Mr Potter obtained (see above at [35]) should be further pro-rated to reflect the additional income Mr Doney might have earned on the assumption he continued working for the remainder of 2019. These calculations have been performed below at [70].

Rate of increase of income

60 The last sub-issue is the extent to which Mr Doney's income would have increased over the years.

61 The plaintiffs say that Mr Doney's income would have increased at a faster rate than inflation due to the increased opportunities for VFX artists post-COVID, the introduction of artificial intelligence ("AI") software, and Mr Doney's "calibre, work experience and business experience".[85] There was, for example, evidence from Mr Doney's peers in the industry that he was "highly regarded",[86] and that he was apparently charging below market rates.[87]

62 The defendants disagree that Mr Doney's income would have increased at rates above inflation. They argue that:[88]

(a) Mr Potter's position that Mr Doney's business would grow faster than the rate of inflation was based on instructions he had received from the plaintiffs and not objective documentary evidence.[89]

(b) Mr Doney's income had fluctuated significantly year on year, while a general worker in Singapore had seen a steady increase in income. There was thus "no basis to assume any correlation in income

85 PCS at para 85(a)–(b).

86 Transcript of 2 October 2024 at p 9, line 29 (Mr Paul Andrew Stevens).

87 PCS at para 85(c).

88 DCS at paras 44–48.

89 DCS at para 45, citing Transcript of 22 October 2024, p 64, lines 1–10; see POTTER3 at para 2.3.

> trend between [Mr Doney] and a general Singapore employed worker".[90]

63 As a starting point, it is not unusual for the court to factor in salary increments when assessing future earnings: see *Rajina Sharma d/o Rajandran v Theyvasigamani s/o Periasamy* [2024] SGHC 42 ("*Rajina Sharma*") at [106]. But such future increments need to be reasonably supported by evidence. Where the plaintiff is employed with a company, the court ordinarily has the benefit of evidence such as salary scales (*Rajina Sharma* at [94], [106]–[107]) and testimony from the plaintiff's superiors to assess the likelihood of increments and / or promotions: see *Pollmann, Christian Joachim v Ye Xianrong* [2021] 5 SLR 1111 at [93]; *Choong Peng Kong v Koh Hong Son* [2003] 4 SLR(R) 225 at [11]–[14].

64 However, such evidence is harder to come by in the case of self-employed persons such as Mr Doney. Nevertheless, it is still possible for the plaintiffs to prove that Mr Doney's income would have increased rateably over the years, but this would require more consistent evidence as to his yearly earnings. I accept the defendants' submissions that on the available evidence, Mr Doney's income fluctuated significantly – on the plaintiffs' own calculations, by approximately 20% from year to year.[91] While the plaintiffs stress that Mr Doney's income ultimately averaged out to a 5.33% annual growth rate,[92] there is a possibility that the available data might have simply ended on a good year and if Mr Doney had worked into 2020 (when COVID-

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90 TAM2 at para 7(8).

91 PCS at para 85(d).

92 PCS at para 85(d), footnote 77.

19 struck), the fluctuations might have seen his average annual growth dip into the negative.

65 I have also considered the evidence from Mr Doney's peers as to his business prospects. Mr Evans,[93] Mr Blackwell,[94] Mr Stevens,[95] and Mr Paul,[96] all gave evidence that Mr Doney was highly skilled in his work and had a good reputation in the industry. Mr William describes him as "simply brilliant, capable, and amazingly smart".[97] The AEICs of his peers who did not testify (see above at [16]) were similarly positive. Mr Evans said that Mr Doney charged only S$1,000 a day when he could have charged up to S$4,000 a day.[98] Mr Blackwell, also a freelance VFX artist, said that the profitability of his business significantly increased post-COVID and he was of the view that Mr Doney stood to benefit in the same manner.[99] Generally speaking, there is some precedent for using evidence from similarly placed businessmen to estimate growth potential: *XYZ v Portsmouth Hospitals NHS Trust* [2011] EWHC 243 (QB) ("*XYZ*") at [48], cited with apparent approval in *Yap Boon Fong Yvonne v Wong Kok Mun Alvin* [2018] SGHC 26 at [111].

66 However, I do not think the evidence and the probabilities of success here rise to the same level as in *XYZ*. For one, Mr Blackwell's freelance business was substantially smaller than Mr Doney's. Between 2016 to 2019, his business was earning on average slightly more than S$50,000 a year – Mr Doney was

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93 AEIC of Mr Evans at paras 12 and 18.

94 AEIC of Mr Blackwell at para 6.

95 AEIC of Mr Stevens at para 11.

96 AEIC of Mr Paul at paras 11–12.

97 AEIC of Mr William at para 5.

98 AEIC of Mr Evans at para 12.

99 AEIC of Mr Blackwell at paras 18–23.

earning more than four times this amount (see above at [35]).[100] It is difficult to compare experiences between businesses of such a different scale. Mr Blackwell also conceded in cross-examination that his client base was not "exactly identical" to Mr Doney's,[101] and this was another factor which made it difficult to draw a clean analogy between his and Mr Doney's businesses. To the extent that Mr Blackwell's remarks on the post-COVID boom were intended to be applicable across the industry, I have difficulty placing much weight on them for much the same reasons. Second, it is unclear why Mr Doney only charged S$1000 per day when he could have "easily" charged higher rates, and I do not think it is appropriate to assume that he would have done so in the future when he had not in the past. Even if I assumed that Mr Doney would have been able to reap the rewards of the apparent post-COVID boom in VFX related work, I agree with the defendants that it would be speculative to assume that his business growth would "continue indefinitely".[102] I am also not persuaded by the submission that new technologies such as AI would necessarily have been a boon for Mr Doney – these were ultimately bare assertions. In the absence of any objective or expert evidence, some account must also be given to the risk that new technologies like AI could very well result in *reduced* demand for VFX artists in the future. For his part, Mr Blackwell felt that it "might be a boom rather than a bust",[103] but in my opinion, these possibilities would cancel each other out.

67 Ultimately, the opinions of Mr Doney's industry colleagues as to the likelihood of his success must yield to the objective financial data, which

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100 AEIC of Mr Blackwell at para 22.

101 DCS at para 49; Transcript of 4 October 2024 at p 4, lines 24–27.

102 DCS at para 50.

103 Transcript of 4 October 2024 at p 11, line 22.

unfortunately shows that Mr Doney's business did not have a clear growth trajectory. My decision might have been different if Mr Doney's income had increased more consistently, instead of fluctuating as significantly as it did.

68 For these reasons, I find and hold that Mr Doney's income would only have increased at the same rate as inflation. The multipliers provided by the PIRC Tables already provide for an in-built inflation rate of 2% (see PIRC Tables, Preface at p viii). In view of the caution that the multipliers in the PIRC Tables should be used with a multiplicand that "does not allow for inflation", I do not think any further adjustment to the multiplicand (*ie*, Mr Doney's income) is necessary or appropriate.

Calculations after steps 1 and 2

69 Having regard to the findings I have reached up to this point, Mr Doney's gross income and income after deducting 6% in operating expenses is represented by Figure 4:

Year	Age Att. in Year	Gross Income	Income Less 6% Costs
		SGD	*SGD*
2019	55	277,901.59	261,227.49
2020	56	242,492.40	227,942.85
2021	57	242,492.40	227,942.85
2022	58	242,492.40	227,942.85
2023	59	242,492.40	227,942.85
2024	60	242,492.40	227,942.85
2025	61	242,492.40	227,942.85
2026	62	242,492.40	227,942.85
2027	63	242,492.40	227,942.85
2028	64	242,492.40	227,942.85
2029	65	242,492.40	227,942.85
2030	66	242,492.40	227,942.85
2031	67	242,492.40	227,942.85
2032	68	242,492.40	227,942.85
2033	69	242,492.40	227,942.85
2034	70	242,492.40	227,942.85
2035	71	242,492.40	227,942.85
2036	72	242,492.40	227,942.85
2037	73	242,492.40	227,942.85
2038	74	242,492.40	227,942.85
2039	75	242,492.40	227,942.85

Figure 4

70 Let me explain the figures in this table. Mr Doney's 2019 gross income figure was S$242,117 (as computed by Mr Potter; see above at [35]). I have adjusted this figure slightly (see above at [59]). In Figure 4, Mr Doney's 2019 gross income of S$277,901.59 was obtained by taking the figure of S$242,117, which represents his 2019 income from 1 January 2019 to 14 November 2019 (*ie*, a period of 318 days), and then pro-rating it on the basis that Mr Doney had worked the full year (*ie*, 365 days). The final net income figure for 2019 used to calculate the dependency award *for that year* (*ie*, the sum of S$261,227.49) will also be pro-rated to reflect that the period of dependency in 2019 is only 47 days (*ie*, from 15 November to 31 December 2019).

71 As for the remaining years in Figure 4 from 2020 onwards, I have adopted Mr Potter's method of using Mr Doney's average income (see above at [52(a)] and [58]–[59]), albeit with a slight modification of using the pro-rated figure of S$277,901.59 as Mr Doney's gross income in 2019 income (instead of S$242,117). This results in an average gross annual income of S$242,492.40 (for the years 2016 to 2019), and which is then applied as the gross annual income from 2020 onwards. A 6% deduction for business expenses is applied to each year's gross income starting from 2019 (see above at [49]), and no further adjustments have been made for income growth / inflation (see above at [68]).

Step 3: Applicable income tax, CPF, and savings

72 The next step in the process is to ascertain the applicable income tax that would be payable on Mr Doney's projected income.

Income tax

73 I understand that the applicable tax rates and the availability of reliefs are by and large not in issue between the parties (save for perhaps some marginal differences). Mr Potter originally undertook his calculations on the basis that Mr Doney would pay income tax and CPF on the same proportion of income that had been declared from 2016 to 2018,[104] but the plaintiffs subsequently instructed Mr Potter to provide calculations assuming that all of Mr Doney's future income was taxable.[105]

74 It is not clear to me whether this was a concession by the plaintiffs or merely an alternative set of calculations provided to assist the court, but in my view, if it was a concession, it was one rightly made. There was limited evidence and submissions on Mr Doney's foreign-sourced income and the tax implications of the same. In the absence of any further material, the e-Tax Guide does suggest that Singapore resident taxpayers are taxed on foreign-sourced income unless they receive the applicable tax exemptions: e-Tax Guide at para 4.1. However, no evidence was tendered by the plaintiffs as to whether Mr Doney had the relevant tax exemptions. Notwithstanding my caution above at [47] about the non-conclusiveness of the e-Tax Guide, in the absence of any such evidence or submissions on this question, I am content to proceed on the basis that *all* of Mr Doney's projected income should be taxable. I also repeat my observations above at [45] under Step 1.

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104 POTTER2 at paras 3.19–3.20.

105 PCS at para 53.

75 Figures 5 and 6 (in which Figure 6 is a continuation from Figure 5) show a sampling of how the applicable tax reliefs and income tax are applied to Mr Doney's gross income to obtain his net income:

Year	Age Att. in Year	Gross Income	Income Less 6% Costs	Reliefs								Chargeable Income
				Earned Inc.	Spouse	QCR - M	QCR - S	QCR - G	Parent	Prov Fnd	Total Reliefs	
		SGD	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*
2019	55	277,901.59	261,227.49	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	228,167.49
2020	56	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85
2021	57	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85
2022	58	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85

Figure 5

Chargeable Income	Income Tax								Net Income	2019 Pro-rated
	First 160k	Next 40k	First 200k	Next 40k	First 240k	Next 40k	Rebate	Total Income Tax Payable		
SGD	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*	*SGD*
228,167.49			21,150.00	5,351.82				26,501.82	251,399.76	32,372.02
194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	
194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	
194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	

Figure 6

76 As I have explained above (at [70]), Mr Doney's gross income for 2019 is pro-rated to reflect that the plaintiffs' period of dependency for that year should only be for the remaining 47 days from 15 November 2019 to 31 December 2019. The pro-rated sum can be seen in the last column of Figure 6.

77 The complete set of income calculations can be found in **Annex A** to this judgment. I note that Mr Potter had applied a $200 tax rebate for the year 2023 while Mr Tam does not appear to have applied any rebate. In my view, the appropriate tax rebates should be applied and the appropriate rebate is $200 in 2024 and 2025 respectively.[106]

106 https://www.iras.gov.sg/taxes/individual-income-tax/basics-of-individual-income-tax/tax-reliefs-rebates-and-deductions/tax-reliefs/personal-income-tax-rebate (accessed 29 January 2026).

Savings and CPF

78 Both parties agree that Mr Doney's savings would have amounted to S$63,508.81 annually, and his CPF contributions (*ie*, towards Medisave) would be in accordance with the applicable rates adopted by the CPF Board – this would range from S$7,560 to S$10,080.[107]

79 Mr Doney's disposable income ("Disposable Income") is obtained by deducting his savings and CPF contributions from his net income (calculated above at [75]). His Disposable Income represents the amount available for his personal expenditure (leaving aside savings) and for expenditure on the plaintiffs (*ie*, as dependants) – a sample of these calculations is provided in Figure 7 below:

Term	Year	Age Att. in Year	Net Income	Savings	CPF	Disposable Income
			SGD	***SGD***	***SGD***	***SGD***
0	2019	55	32,372.02	8,177.85	973.48	23,220.70
1	2020	56	222,263.48	63,508.81	7,560.00	151,194.67
2	2021	57	222,263.48	63,508.81	7,560.00	151,194.67
3	2022	58	222,263.48	63,508.81	7,560.00	151,194.67
4	2023	59	222,286.16	63,508.81	7,686.00	151,091.35
5	2024	60	223,004.92	63,508.81	8,568.00	150,928.11
6	2025	61	223,141.00	63,508.81	9,324.00	150,308.19
7	2026	62	223,077.08	63,508.81	10,080.00	149,488.27
8	2027	63	223,077.08	63,508.81	10,080.00	149,488.27
9	2028	64	223,077.08	63,508.81	10,080.00	149,488.27
10	2029	65	223,077.08	63,508.81	10,080.00	149,488.27

Figure 7

The "Net Income" figures are the same "Net Income" figures taken from Figure 6 (above at [75]).

[107] DCS, Annex A (Joint List of Preliminary Issues), S/N 11.

Step 4: Period of dependency

80 The next issue in the methodology concerns the period of dependency. This represents the length of time during which the plaintiffs would reasonably expect Mr Doney to financially support them. For convenience, I will also address issues concerning the proportion of his Disposable Income (as defined above at [79]) which Mr Doney was expected to expend on himself, as well as on his family (*ie*, item [26(e)] above).

81 The plaintiffs' approach, which assesses dependency *collectively*, is as follows:[108]

(a) Mr Doney would have spent 20% of his Disposable Income on himself (leaving 80% for his family) up to the age of 72. This 20% figure *includes* Mr Doney's business expenses (which they estimate to be about 6%).[109] Thus, in real terms, the plaintiffs allocate 14% of Mr Doney's Disposable Income to his personal non-business expenses.

(b) At the age of 73, Mr Doney's personal expenditure increases to 30%, leaving 70% for his family. The age of 73 is chosen as it corresponds to the year 2037, this being "the first year after Salvador and Genevieve would be expected to complete tertiary education".[110] In 2037, Salvador will be 25 and Genevieve will be 23.

(c) The plaintiffs' primary position is that Mr Doney would never have retired as he grew up in a family that "does not believe in

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108 PCS at paras 158–160.

109 PCS at para 82.

110 POTTER2 at para 3.26.

retirement" and he "loved what he did and was devoted to it".[111] However, if necessary, the plaintiffs have selected the age of 83, this being the *minimum* age at which the plaintiffs say Mr Doney would have retired.[112] On this basis, from age 73 to 83, Mr Doney would have spent 70% of his Disposable Income on his family (with the remaining 30% on himself). At trial, Mrs Doney also gave evidence that Mr Doney would have supported the children at least until they reached 27 years old (corresponding with Mr Doney reaching 77 years of age). The age 77 has therefore also been provided for comparative reasons, but the plaintiffs have taken pains to stress that this is not their case.[113]

(d) After his retirement (at age 83, or such other age as the court may decide), Mr Doney would continue to spend an amount equivalent to 30% of his most recent yearly Disposable Income; the plaintiffs assume that he would have spent an equivalent amount on Mrs Doney to support her. In other words, his total expenditure post-retirement would be about 60% of his last available Disposable Income (representing a reduction in expenditure by about 40%).[114] Mr Doney would no longer earn any income after retirement. Thus, any further expenditure on himself and the plaintiffs (the latter of which would be awarded under the dependency claim) will need to be accounted for by deducting the amounts from Mr Doney's savings and / or CPF, and consequently, the plaintiffs' loss of inheritance claim.[115]

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111 PCS at para 131.

112 PRS at para 67.

113 PCS at para 134.

114 POTTER3 at para 4.5.

115 See for example, Plaintiffs' Excel, sheet titled "I,H – Scenario 4", at cells "O32" and "P32".

82 The defendants adopt the following approach:

(a) Before retirement, Mr Doney would have spent 20% of his Disposable Income on himself. Unlike the plaintiffs, this 20% figure does *not* include Mr Doney's business operating expenses. While all his children are still schooling, the remaining 80% would be split evenly between his four dependants, effectively giving each plaintiff a 20% share of his Disposable Income. As each of the three plaintiff-children finish their tertiary education (estimated to take place between 2033 and 2036), they will cease being dependant on Mr Doney and the sums he would have spent on them will instead be saved for distribution via inheritance. Figure 8 is adapted from Mr Tam's calculations and shows an example of this approach by the defendants (albeit with different income values):[116]

Year	Age	Dependency Calculation							
		Net Disposable Income	Deceased's Personal Expenses	Dependency					Excess / (Deficit) impact on the Loss of Inheritance*
				Grace	Madeline	Salvador	Genevieve	Total	
				27.21	13.35	16.52	16.52		
2030	66 - 67	51,002	10,200	10,200	10,200	10,200	10,200	40,802	-
2031	67 - 68	50,542	10,108	10,108	10,108	10,108	10,108	40,434	-
2032	68 - 69	50,542	10,108	10,108	10,108	10,108	10,108	40,434	-
2033	69 -70^	51,002	10,200	10,200	1,428	10,200	10,200	32,029	8,772
2034	70 - 71	50,542	10,108	10,108	-	10,108	10,108	30,325	10,108
2035	71 - 72	50,542	10,108	10,108	-	10,108	10,108	30,325	10,108
2036	72 - 73#	50,542	10,108	10,108	-	3,134	3,134	16,376	24,058

Figure 8

The last column of Figure 8 reflects the sums saved when Mr Doney's children cease being dependant – these sums are added to the loss of inheritance award.

116 DCS, Annex B, "Calculation of the Loss of Dependency", "Retirement Age 73 AND Deceased Age 83 / Possibly up to Age 100 (Base Case)"; Email from Legal Solutions LLC dated 18 September 2025 enclosing excel file titled "HC 786.2021 – Tam's Alternative Calculations (Annex B)", sheet titled "03 LoD" – original table modified and adapted for illustration purposes.

(b) Mr Doney would have retired at age 72.31 or 73, this being the age when Genevieve and Salvador would have graduated from a three-year university degree course (including time spent by Salvador undergoing National Service).[117] Madeline would have graduated about two years earlier.

(c) After retirement, Mr Tam's calculations impliedly assume that Mr Doney would have maintained his overall expenditure (*ie*, he would have continued to spend the entirety of his last drawn Disposable Income).[118] This expenditure would be split in the following proportion: 33% on himself and 67% for the benefit of Mrs Doney and for the couple's joint benefit.[119]

(d) This expenditure would have lasted till Mr Doney passed naturally. As with the plaintiffs' case, the yearly expenditure which needs to come out of Mr Doney's savings (as outlined above at [81(d)]) will be accounted for and reflected by a reduction in the plaintiffs' loss of inheritance claims.[120]

83 Based on these submissions, the issues which I have to decide are: (a) Mr Doney's life expectancy; (b) Mr Doney's retirement age; (c) the period of dependency; and (d) the sums Mr Doney was expected to have spent on himself and his family throughout his natural life.

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117 DCS at paras 72 and 77.

118 DCS, Annex B, "Calculation of the Loss of Dependency", "Retirement Age 73 AND Deceased Age 83 / Possibly up to Age 100 (Base Case)".

119 DCS at para 81; TAM2 at para 10(g) and 13(e).

120 TAM2 at para 14(c).

Mr Doney's life expectancy

84 The parties dispute how Mr Doney's life expectancy should be accounted for. The plaintiffs say that with the PIRC Tables it is no longer necessary to fix a notional age of death. Instead, if the expense / loss is expected to run until death, then the applicable multipliers for each year should be used up to the header "Until death" (corresponding with 100 years of age) in the PIRC Tables, to reflect the probability of the victim "living to age 100 or passing on anytime in between".[121] The plaintiffs cite Example 3 from the Explanatory Notes to the PIRC Tables (at p 3) as an example of this application. Figure 9 (which I have adapted from Mr Potter's calculations) illustrates how the plaintiffs' approach is applied in practice – the dependency is paid out every year until Mr Doney reaches age 100, with the corresponding multipliers applied to each year of payouts:[122]

121 PCS at para 122.

122 Plaintiffs' Excel, sheet titled "I,H – Scenario 2" – modified and adapted for illustration purposes.

Year	Age Att. in Year	Dependency	Multiplier	Pre-Trial	Post-Trial
		SGD		*SGD*	*SGD*
2019	55	114,934.89	0.10	11,886.12	
2020	56	117,106.98	0.80	94,051.55	
2021	57	119,624.13	0.80	95,112.40	
2022	58	120,263.48	0.80	95,620.74	
2023	59	120,982.74	0.79	95,220.97	
2024 (Jan-Sep)	60	92,855.59	0.78	72,337.41	
2024 (Oct-Dec)	60	30,951.86	0.78		24,112.47
2025	61	126,650.17	0.79		99,681.60
2026	62	129,531.53	0.77		99,868.81
2027	63	132,971.32	0.77		102,520.89
2028	64	136,481.03	0.75		101,938.53
2029	65	140,062.09	0.70		97,864.01
2030	66	143,715.94	0.65		93,491.71
2031	67	146,836.08	0.59		87,266.52
2032	68	150,639.99	0.55		82,268.27
2033	69	155,124.88	0.51		79,734.19
2034	70	158,438.37	0.50		78,892.41
2035	71	158,438.37	0.48		76,347.49
2036	72	158,438.37	0.46		72,530.11
2037 (Jan)	73	12,432.61	0.43		5,391.87
2037 (Feb - Dec)	73	54,086.13	0.54		29,206.51
2038	74	59,414.39	0.52		30,895.48
2039	75	59,414.39	0.49		29,113.05
2040	76	59,414.39	0.46		27,330.62
2041	77	59,414.39	0.43		25,548.19
2042	78	59,414.39	0.40		23,765.76
2043	79	59,414.39	0.38		22,577.47
2044	80	59,414.39	0.34		20,200.89
2045	81	59,414.39	0.32		19,012.60
2046	82	59,414.39	0.28		16,636.03
2047	83	59,414.39	0.26		15,447.74
2048	84	59,414.39	0.24		14,259.45
2049	85	59,414.39	0.21		12,477.02
2050	86	59,414.39	0.19		11,288.73
2051	87	59,414.39	0.16		9,506.30
2052	88	59,414.39	0.14		8,318.01
2053	89	59,414.39	0.13		7,723.87
2054	90	59,414.39	0.10		5,941.44
2055	91	59,414.39	0.09		5,347.29
2056	92	59,414.39	0.08		4,753.15
2057	93	59,414.39	0.06		3,564.86
2058	94	59,414.39	0.05		2,970.72
2059	95	59,414.39	0.04		2,376.58
2060	96	59,414.39	0.03		1,782.43
2061	97	59,414.39	0.03		1,782.43
2062	98	59,414.39	0.02		1,188.29
2063	99	59,414.39	0.01		594.14
2064	100	59,414.39	-		-

Figure 9

85 By contrast, the defendants argue that the court should still choose a notional age of death – in this case, they have identified 83 as being Mr Doney's life expectancy. The defendants cite *Noor Azlin bte Abdul Rahman v Changi General Hospital Pte Ltd* [2022] 1 SLR 689 ("*Noor Azlin*") for the proposition that the life expectancy of a deceased person should be determined by reference

to the average life expectancy in Singapore (absent evidence otherwise) (at [70]–[71]).[123] Figure 10 (which I have adapted and pieced together from one of Mr Tam's previous calculations) illustrates how the defendants' approach would appear on paper – one would observe that the dependency ceases upon Mr Doney reaching 83 years of age at the end of 2046 / start of 2047, this being the defendants' submitted life expectancy:[124]

Year	Age Start	Total	Adjusted Multiplier (Annex 7)	Loss of Dependency
2019	55 - 56*	8,904	0.80	7,123
2020	56 - 57	42,402	0.80	33,921
2021	57 - 58	42,402	0.79	33,582
2022	58 - 59	42,402	0.79	33,582
2023	59 - 60	42,313	0.78	33,173
2024	60 - 61	41,872	0.78	32,493
2025	61 - 62	41,337	0.78	32,408
2026	62 - 63	40,802	0.77	31,336
2027	63 - 64	40,802	0.77	31,336
2028	64 - 65	40,802	0.74	30,357
2029	65 - 66	40,802	0.70	28,398
2030	66 - 67	40,802	0.65	26,440
2031	67 - 68	40,434	0.59	23,937
2032	68 - 69	40,434	0.54	21,996
2033	69 -70^	32,029	0.51	16,399
2034	70 - 71	30,325	0.50	15,041
2035	71 - 72	30,325	0.48	14,556
2036	72 - 73#	16,376	0.46	7,467
2037	73 - 74~	33,695	0.43	14,556
2038	74 - 75	33,695	0.42	14,017
2039	75 - 76	33,695	0.39	13,208
2040	76 - 77	33,695	0.37	12,400
2041	77 - 78	33,695	0.34	11,591
2042	78 - 79	33,695	0.32	10,782
2043	79 - 80	33,695	0.30	10,243
2044	80 - 81	33,695	0.27	9,165
2045	81 - 82	33,695	0.26	8,626
2046	82 - 83	33,695	0.22	7,548

Figure 10

123 DCS at paras 30–31.

124 TAM2, Annex 8, "Calculation of the Loss of Dependency", "Calculation of the Loss of Dependency (Base Case Scenario)" – this table from an older version of Mr Tam's calculations has been modified and adapted for illustration purposes.

86 Having considered the competing arguments, I agree with the plaintiffs that the main set of PIRC Tables (*ie*, Tables 1 and 2) no longer requires one to choose a notional age of death, and thus, the approach in *Noor Azlin* is no longer applicable when calculating a dependency claim. I find Example 3 of the PIRC Tables (at p 3) to be instructive. In that example, the plaintiff, aged 45 at the time of trial, suffers injuries from an accident that require him to wear prosthetics for the rest of his life. The future costs of the prosthetics from the date of trial are calculated by reference to a multiplier of 24.22, which is the multiplier for expenses running "Until death" (Table 1-10, for males age 45): see PIRC Tables, pp 3–4. I note that a similar approach of using the multiplier "Until death" was also adopted in Example 5 (see PIRC Tables, pp 5–7) for the future costs of an artificial limb.

87 In my view, choosing a notional age of death at 83 and then applying the relevant multiplier at age 83 from the main set of PIRC Tables would result in double discounting.[125] This is because the multipliers in the main set of PIRC Tables (*ie*, Tables 1 and 2) *already* provide for the possibility that the deceased might die at a younger age. In other words, these multipliers *already* factor in the risk of mortality: *Rajina Sharma* at [66].

88 There is an important exception to these observations: choosing a notional age of death (*ie*, the *Noor Azlin* approach) would still be appropriate where the deceased's lifespan is expected to be *significantly shorter* than that of an average Singapore resident. This is because the PIRC Tables have included *Table 3* (pp 48–49), which applies a "pure present value discount … without consideration given to the shortened lifespan" (*ie*, without factoring in the risk of mortality): see footnote 1 to the Explanatory Notes of the PIRC Tables, p 1.

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125 PCS at para 124.

Example 6 of the PIRC Tables (at pp 8–10) provides a scenario where Table 3 is used over and above the main set of tables. The example describes a male plaintiff who is aged 48 years at the date of hearing. An accident had rendered him a paraplegic and it was undisputed that he would not live beyond 60 years of age. The accompanying commentary on the head of claim for "[f]uture medical costs and expenses" is relevant (at p 9 of the PIRC Tables):

> As there is undisputed medical evidence that the Plaintiff's life expectancy is significantly reduced because of the accident, *the mortality assumptions built within the tables*, as mentioned in footnote 1 above, *would not be appropriate. The multipliers for annuity term certain contained in Table 3 should be used instead since it would only consider the effect of discounting and not mortality*. Otherwise, there will be under-compensation since mortality would be taken into account twice, in both the multiplier as well as the shortened lifespan.
>
> [emphasis added]

89 Therefore, it would only be appropriate to choose a notional age of death if Table 3 is used, as is done in Example 6 (at pp 8–10), but not otherwise.

90 I find support for this interpretation from the United Kingdom's "Ogden Tables" (Government Actuary's Department, *Actuarial Tables: With Explanatory Notes for Use in Personal Injury and Fatal Accident Cases* (8th Ed, updated as of August 2022) (Chairman: William Latimer-Sayer QC)), on which the PIRC Tables are based: PIRC Tables, Preface, p iv. Paragraphs 8–9 of the Explanatory Notes accompanying the Ogden Tables are instructive as to the proper approach towards life expectancy:

> 8. The Tables are based upon average or typical male and female life expectancy, which it is assumed claimants will have unless proved otherwise. *The Tables do not assume that the claimant dies after a period equating to the expectation of life, but take account of the possibilities that the claimant will live for different periods, e.g. die soon or live to be very old.* The mortality assumptions relate to the general population of the United Kingdom as a whole. Therefore no further increase or reduction

> is required for mortality alone, unless there is clear evidence in an individual case that the claimant is "atypical" and can be expected to experience a significantly shorter or longer than average lifespan, to an extent greater than would be encompassed by reasonable variations resulting from place of residence, lifestyle, educational level, occupation and general health status.
>
> 9. *If it is determined that the claimant's life expectancy is atypical and that the standard average life expectancy data does not apply, the court starts with a clean sheet and a bespoke calculation needs to be performed.* The court tends to view the assessment of life expectancy as essentially a medical issue. However, that exercise may require medical, statistical, actuarial or other expert evidence.
>
> [emphasis added]

91 Thus, in the absence of any medical evidence that a deceased person would be an atypical case and would have had a shorter life expectancy, there is *generally* no need to choose a notional age of death when applying the multipliers in the PIRC Tables.

92 However, notwithstanding these observations, I have decided that it is appropriate to choose a notional age of death in this case and apply the corresponding multipliers in *Table 3*. I elaborate on my reasons for doing so later in this judgment (see below at [138] – [143]). At present, it suffices to note that choosing the applicable multipliers from Table 3 instead of the main set of PIRC Tables (*ie*, Tables 1 and 2) obviates the plaintiffs' primary concern of double discounting.[126]

93 I turn now to consider the appropriate notional age of death for Mr Doney. For the defendants, Mr Tam has proffered a figure of 83 years of age (which he has himself adopted from statistics previously cited in POTTER1).[127]

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126 PCS at para 124.

127 TAM2 at para 13(d).

As the plaintiffs did not see the need to choose a notional age of death, they have not taken a firm position on Mr Doney's life expectancy. Nonetheless, their closing submissions highlight that Mr Doney was "blessed with healthy long-life genes" because his parents are "well, fit and alive in their 80s and before them, his grandparents lived well into their 90s"; Mr Doney was therefore "genetically set to live well into his 90s but-for the accident".[128]

94 In my view, an appropriate notional age of death for Mr Doney would be 85. I have applied a small uplift to the defendants' figure of 83 years in view of the plaintiffs' evidence that Mr Doney and his family appeared to be generally healthy individuals.[129] However, only a small uplift has been applied because I am also conscious that the plaintiffs' evidence in this regard is entirely anecdotal. While the plaintiffs alluded to the presence of "expert" evidence on Mr Doney's life expectancy,[130] neither Mr Potter nor Mr Tam were giving expert evidence on life expectancy (nor were they qualified to), and so I consider that there is no evidence (in either direction) of Mr Doney's state of health.

Mr Doney's retirement age

95 As noted above at [81(c)], the plaintiffs submit that Mr Doney would have worked for as long as possible. Nonetheless, they have proposed a retirement age of 83, "purely for computational purposes".[131]

96 The defendants submit that Mr Doney's retirement age should be pegged at 73, which matches when Genevieve and Salvador would reasonably complete

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128 PCS at paras 115–116.

129 AEIC of Mrs Doney at paras 61–62; Transcript of 1 October 2024, p 54 at lines 3–4.

130 PRS at para 15.

131 PCS at para 133.

their tertiary education at the ages of 22 and 24 respectively (see above at [81(b)]).[132]

97 Unfortunately, apart from the assertions of their witnesses,[133] there was no concrete evidence before me that Mr Doney intended to work without ever retiring. Further, there was the possibility that due to illness, old-age, or other factors, Mr Doney might not have been able to continue working all the way until the end of his natural life. I have however applied a small uplift to the defendants' proposed retirement age of 73 on account of (a) "the fact that many undergraduate degree courses [now] take four years to complete" (coupled with the assumption that Mr Doney would have likely worked at least till his children completed their education): see *Zhu Xiu Chun (alias Myint Myint Kyi) v Rockwills Trustee Ltd* [2016] 5 SLR 412 ("*Franklin Heng*") at [109]; and (b) the evidence of Mr Doney's excellence in his profession (see above at [61] and [65]). These findings are also made against the backdrop of broader social trends (and government policy) which see people generally retiring at later ages: see for example, the observations in *Rajina Sharma* at [100], citing *Muhammad Adam bin Muhammad Lee v Tay Jia Rong Sean* [2022] 4 SLR 1045. In my view, in the circumstances of this case and on the evidence that was available, I find it fair and reasonable to fix Mr Doney's notional age of retirement at 75.

Period of dependency

98 As regards the period of dependency, there was considerable argument as to when the children would complete their university education (and hence become economically independent). However, I consider the importance of the

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132 DCS at para 72.

133 AEIC of Mrs Doney at para 173; AEIC of Mr Scott Doney at para 10; AEIC of Mr Stevens at para 12.

children's period of dependency to have largely fallen by the wayside in the final analysis for reasons I will elaborate.

99 The plaintiffs have argued on the basis that Mr Doney would have spent fixed proportions of his income on his family (collectively) at various points of his working life – this has been explained above at [81] and can be seen from Figure 9 (above at [84]). These sums were not tied to, and there was no distinction made, based on how many of his children had already begun working or were still in university. In other words, the children's period of dependency was irrelevant if I adopted the plaintiffs' basis of calculation.

100 As for the defendants, while I appreciate that Mr Tam's approach (outlined above at [82(a)]) might be more precise, I ultimately prefer the plaintiffs' approach of assessing dependency collectively for two reasons. First, Mr Tam's approach would have added an additional layer of complexity to already very complex, difficult calculations. Second, and relatedly, I did not think that adopting either approach would have made a significant difference to the final award of damages. The period of dependency with which we are concerned only spans a handful of years during which the plaintiff-children graduate and begin to be financially independent. This would be a small portion of the overall time period with which we are concerned. Further, as I have taken pains to stress, any sum not paid out in dependency would instead be paid out via inheritance. Accordingly, I would adopt the plaintiffs' simpler approach of treating the plaintiffs as a collective bloc, and it is therefore not necessary for me to make any findings on when the children were expected to become economically independent.

101 As for Mrs Doney, both parties submitted on the basis that Mr Doney would have supported Mrs Doney (who was 15 years younger) until his

death.[134] I note that in Example 7 of the PIRC Tables (p 11), the widow's dependency is treated as ceasing at the end of the deceased's *economic lifespan* (*ie*, upon his retirement but for the accident). However, I am willing to proceed on the common basis which the parties have adopted and treat Mrs Doney's dependency as lasting until the end of Mr Doney's *natural life*, which I have determined above (at [94]) to be 85 years of age.

Allocation of expenditure

102 I turn next to consider how much of Mr Doney's income would have been allocated to the plaintiffs, as opposed to being spent on himself.

103 Traditionally, the law has presumed (in the absence of compelling evidence otherwise) that as between a husband and wife, a person will spend a third of their income on themselves, a third on their spouse, and the remaining third for their joint benefit; in a household of four with two children, 25% is presumed to be spent on personal expenses: *Armstrong, Carol Ann v Quest Laboratories Pte Ltd* [2020] 1 SLR 133 ("*Carol Armstrong (CA)*") at [212]; *Puspa Sinnappa v Balasingam s/o Rengasamy* [2021] SGHC 171 at [11]–[12], citing *Harris v Empress Motors Ltd* [1984] 1 WLR 212.

104 Having regard to these presumptions, both parties apply a percentage deduction to Mr Doney's income representing his personal expenses (after first deducting taxes and savings – both personal savings and CPF contributions). I am aware that there is some suggestion that the "percentage deduction" method as traditionally understood does not generally require a separate sum to be set aside for savings, with savings instead being impliedly taken into account as part of the plaintiff's 25% or 33% share of personal expenses: see *Tan Harry v*

134 PCS at para 141; TAM2 at para 10(f).

Teo Chee Yeow Aloysius [2004] 1 SLR(R) 513 at [36]; Law Reform Committee, Singapore Academy of Law, *Loss of Inheritance or Savings: A Proposal for Law Reform* (April 2008) (Authors: Michael Hwang SC and Fong Lee Cheng) ("Law Reform Committee Report") at paras 17–19. However, and as I noted above at [27], as the parties and their experts have proceeded on the broad common basis that the conventional deductions should be applied after savings have already been separately accounted for, I see no reason to overturn the apple cart and disturb this approach.

105 The parties' positions have already been canvassed above in some detail at [81]–[82]. The broad areas of agreement and disagreement are as follows:

(a) While all the plaintiff-children are still schooling, both parties assume that Mr Doney would have spent 20% of his income on himself, and 80% on his dependants. The plaintiffs however clarify that their 20% figure *includes* Mr Doney's business expenses (which they estimate at about 6%).[135] Thus, in real terms, the plaintiffs allocate 14% of Mr Doney's Disposable Income to his personal expenses. The defendants also adopt a figure of 20%, but which does not include Mr Doney's business operating expenses (see [82(a)] above). As I have agreed with the plaintiffs' approach of assessing dependency collectively (see above at [100]), the corollary of this is that the plaintiffs' dependency will not change based on when each child achieves financial independence; rather, there will only be a change in the dependency when *all* three plaintiff-children graduate when Mr Doney reaches around 73 years of age.

135 PCS at para 82.

(b) Both parties agree that Mr Doney's personal expenses would increase after the year 2037 (when Mr Doney would be 73 years old),[136] corresponding with when the children would likely have completed their tertiary education. After 2037, the plaintiffs adopt a figure of 30% for Mr Doney's personal expenses.[137] The defendants adopt a figure of 33% based on caselaw (as outlined above at [103]).[138]

(c) The experts disagree as to how Mr Doney's expenditure would have changed upon his retirement. As noted above (at [81(d)], and [82(c)]–[82(d)]), the plaintiffs take the position that upon his retirement Mr Doney would have decreased his expenditure by about 40%. From that point on, he would have spent about 30% of his most recently drawn Disposable Income on himself and 30% on Mrs Doney. By contrast, the defendants take the position that Mr Doney would have continued to spend the same amount of money (*ie*, equivalent to his last drawn Disposable Income) up to his natural death, save that the proportions would have changed to become 33% for himself and 67% for Mrs Doney and their joint benefit.

106 As to [105(a)], I see no issue with adopting the figure of 20% assumed by both parties having regard to Mr Doney's larger family – it is only a slight downward adjustment from the 25% suggested by case law. However, this figure of 20% should *not*, contrary to the plaintiffs' submissions, include Mr Doney's business expenses; the traditional percentages apply to *personal* expenses and there is no tangible, objective evidence that Mr Doney spent less

136 POTTER2 at para 3.26; DCS at paras 62–63.

137 PCS at para 155.

138 DCS at para 63.

than would have been expected for an average person of his age. As to [105(b)], for similar reasons, I would adopt the defendants' figure of 33% after 2037 – in my view, there is no evidence that would justify a departure from the guidance given in the case law (see above at [103]).

107 The final issue in this section is which approach to adopt as regards the question of whether Mr Doney's spending habits would have shifted upon his retirement (see [105(c)] above). On balance, I have taken the "middle ground" and find that Mr Doney's post-retirement expenditure would be about 70% of his pre-retirement expenditure (*ie*, a reduction of about 30%). As before, this amount will be split 33% for his personal expenses, and 67% for Mrs Doney and the couple's joint benefit.

108 While I agree with the plaintiffs that Mr Doney's expenditure would have decreased once his three children attained financial independence, in my view, this would be offset somewhat by increases in expenditure on himself and Mrs Doney. In my view and gazing into the crystal ball as best as I can, it makes logical sense that Mr Doney's spending on himself and Mrs Doney would, more likely than not, also increase in his later years on account of (i) enjoying his retirement with Mrs Doney; and (ii) possible increases in expenditure due to medical bills and other age-related ailments. However, I do not think that any such increase in expenditure would be so great as to totally set off the amounts he would have spent on his dependant children.

109 I would add for completeness that in the ultimate analysis, I do not think that adopting either of the parties' positions here will result in any significant difference to the amount of damages awarded – this is because any additional monies awarded for the loss of dependency will invariably result in *lower* savings for Mr Doney, and consequently, a *lower* award for loss of inheritance

for the plaintiffs (see the discussion above at [81(d)]). Put simply, filling one bucket with more can only be achieved by draining the other bucket.

Step 5: Multiplier

110 Lastly, the loss of dependency should be calculated by applying the applicable multipliers in the PIRC Tables to the *yearly* amounts of dependency. There is no dispute on how the multipliers should be applied apart from those I have already addressed above in relation to Mr Doney's life expectancy. As I have noted above at [92], I adopt Mr Tam's approach of using a notional age of death but will utilise the relevant multipliers from Table 3 of the PIRC Tables.

111 The yearly (or "annual") multiplier is obtained by deducting the multiplier for any given year from the multiplier in the previous year. By way of illustration, the multipliers in Table 3 of the PIRC Tables for a 14 and 15-year annuity are as follows:

Term	**Multiplier for annuity term certain**	**Annual multiplier**
14	13.29	-
15	14.00	0.71

Using this table, the present value (excluding mortality risk) of a payment of S$1,000 a year received annually for 14 years is S$1,000 multiplied by 13.29, which equates to S$13,290. Similarly, a S$1,000 annual payment for 15 years will be S$1,000 multiplied by 14.00, which equates to S$14,000. This method of using a single multiplier is appropriate where yearly payments are expected to be consistent over time.

112 In the case of a dependency claim however, *individual* annual multipliers may be used instead to reflect the fact that the deceased's income – and consequently, the amount of dependency expected each year – is likely to change over the years. Using this approach, the annual multiplier of 0.71 is obtained by subtracting 13.29 from 14.00 – this figure represents the present value of a single one-time payment expected to be made 15 years from now. In other words, the present value of S$1,000 expected to be received 15 years later is S$1,000 multiplied by 0.71 which equates to S$710. In respect of the dependency claim in this case, both experts adopted this approach of applying the annual multiplier to Mr Doney's projected yearly income. In my view, this method is conceptually sound and consistent with how monies would have been spent by Mr Doney on the plaintiffs had he been alive.

113 Both experts have also agreed to apply a further adjustment of 0.8031 (based on the Ogden Tables) to the applicable multipliers,[139] up to the point of Mr Doney's retirement – this is to reflect the possibility of other vicissitudes of life *apart* from mortality.[140] This adjustment factor, is however, not applied to the dependency after Mr Doney retires, because at that point "the dependencies [*sic*] are no longer depend[a]nt on [Mr Doney] being able to work".[141] Mr Tam confirmed his agreement with this position at trial.[142] I do not see any conceptual difficulty why this same adjustment factor should not also be applied to the multipliers obtained from Table 3. There is no risk of double discounting in

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139 Transcript of 22 October 2024 at p 86, line 23 to p 87, line 13; POTTER3 at para 4.6(f) and POTTER2 at footnote 28.

140 DCS, Annex A (Joint List of Preliminary Issues), S/N 15 and 17.

141 DCS, Annex A (Joint List of Preliminary Issues), S/N 16.

142 Transcript of 22 October 2024 at p 87, lines 24–27.

doing so because the further adjustment factor is only intended to capture *non-mortality* risks, which risks are *not* built into Table 3.

Summary of conclusions on the loss of dependency claim

114 To summarise, based on the foregoing analysis, these are my findings and conclusions in relation to the loss of dependency claim:

(a) Mr Doney's business operating expenses amounted to 6% of his annual income (see above at [49]).

(b) Mr Doney's 2017 income should not be excluded from the dataset (see above at [57]).

(c) Mr Doney's income would only have increased at a rate in line with the rate of inflation, which is already factored into the multipliers used by the PIRC Tables (see above at [68]).

(d) Mr Doney's 2019 income should be pro-rated to reflect the income he would have received had he worked a full year (see above at [70]).

(e) It is assumed that Mr Doney's income for the remaining years from 2020 onwards will be the average of his income from 2016 to 2019 (see above at [71]).

(f) The applicable tax rates and savings rates are agreed and need not be separately decided (see above at [73]–[79]).

(g) Mr Doney's life expectancy would have been 85 (see above at [94]).

(h) Mr Doney would have retired at age 75 (see above at [97]).

(i) Mr Doney's expenditure can be broken up into three phases:

(i) Before the age of 73, he would have spent 20% of his Disposable Income (excluding his business operating expenses) on himself, leaving 80% of his income for his family.

(ii) From the age of 73 until his retirement at age 75, Mr Doney would maintain his overall expenditure, and this would be split in the following proportion: 33% of his Disposable Income on himself, and 67% on Mrs Doney and for their joint benefit (see above at [106]).

(iii) After retirement at age 75, Mr Doney's expenditure would decrease by about 30%, meaning he would be spending 70% of what he was spending pre-retirement. This amount will be split in the same 33%-67% proportion as before (see above at [107]).

115 I adopt the multipliers from Table 3 of the PIRC Tables, with a further adjustment factor of 0.8031 (as agreed by the parties' experts) being applied to account for other vicissitudes of life up to Mr Doney's retirement age (see above at [110]–[113]).

Calculation of the loss of dependency claim

116 The calculation and quantification of the loss of dependency claim as assessed by me, based on my conclusions summarised at [114]–[115], is set out at **Annex B** of this judgment.

117 Accordingly, the total damages I award for the loss of dependency claim is **S$1,987,704.60**.

Loss of inheritance

118 I move to the next head of the plaintiffs' claim and this is for loss of inheritance. A loss of inheritance claim arises under s 22(1A) of the CLA (reproduced above at [23]). In *Franklin Heng*, the Court of Appeal set out the appropriate methodology to calculate a loss of inheritance claim (at [125]):

> …
>
> (a) First, an appropriate multiplicand should be derived which would reflect the savings of the deceased per annum.
>
> (b) Second, this multiplicand should be multiplied by an appropriate multiplier which would be discounted for accelerated receipt and vicissitudes of life, along with an adjustment to reflect the post-retirement expenses of the deceased.
>
> (c) Third, an appropriate percentage of this inheritance should be attributed to the dependant.
>
> …

119 Preliminarily, I recapitulate that there is no dispute as to the amounts Mr Doney would have saved personally and via his CPF contributions (see above at [78]).[143] There is also no issue arising from Mr Doney's expenses. These will comprise any amounts paid under the dependency claim which cannot be supported by Mr Doney's income (and which would thus have to be deducted from his savings) (see above at [81(d)] and [82(d)]).

120 Based on the arguments raised before me, three issues arise for my determination:

(a) First, what rate of return should Mr Doney expect to receive on his savings.

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143 DCS, Annex A (Joint List of Preliminary Issues), S/N 18.

(b) Second, how should the multipliers be applied to the loss of inheritance claim.

(c) Third, whether the plaintiffs can expect to receive a higher proportion of Mr Doney's inheritance on the basis that he would have made a will in their exclusive favour had he survived.

Rate of return on savings

121 Mr Tam performed his calculations using simple interest while the plaintiffs have argued for interest on a compounded basis.[144] The defendants submit that using compound interest is "legally unsound".[145] They cite the Court of Appeal case of *Franklin Heng*, which they say stands for the proposition that the court will not make "speculative assumptions about the rate of return the deceased would have achieved".[146] In response, the plaintiffs argue that:

(a) *Franklin Heng* was case specific and is now outdated in light of the PIRC Tables.[147]

(b) Mr Doney did and would have reinvested his savings – Mr Doney's savings were mostly in his NAB Account, and the evidence also apparently showed that he was "about to invest in land, which is commonly understood to appreciate in value in a compounded

144 PCS at para 203.

145 DCS at para 89.

146 DCS at para 90.

147 PCS at para 205.

fashion".[148] Both experts had "assumed that Mr Doney would have decided to invest his annual savings".[149]

(c) Interest on CPF already compounds, and so other savings should also be compounded. Reference was also made to the Law Reform Committee Report which observed at paragraph 84 that "normal savings should be treated similarly to CPF, as there is no logical distinction between the two".[150] The evidence also establishes that Mr Doney did generate consistent returns on his CPF.[151]

(d) There is minimal risk because investing over a long time frame would have spread out the risk.[152] It is reasonable to assume a "steady rate of return" in the form of 2% compounding interest, which is the long-term inflation estimate applied by the PIRC Tables.[153]

(e) There is precedent for applying a compounding rate of interest. In *Rajina Sharma*, the court accepted that the plaintiff's savings would have accumulated in a compounding manner in the INVEST fund.[154]

122 As to the last issue, the defendants' response is that *Rajina Sharma* should be confined to its facts. The INVEST scheme was an employee investment scheme provided by the plaintiff's employer, the Singapore Police

148 PCS at para 205(a).

149 PCS at para 205(c).

150 PCS at para 205(b).

151 PCS at para 205(f).

152 PCS at para 205(e).

153 PCS at para 205(d).

154 PCS at para 206.

Force, and there was clear documentary evidence regarding the terms of the scheme and how the rates would be applied.[155]

123 I begin my analysis by first considering *Franklin Heng*. In that case, the administrator of the deceased's estate argued that an award for loss of inheritance was meant to capture the "future value of a recurring amount of savings that can be invested or can generate interest"; this meant that compounded interest from re-invested savings and / or investments should be factored into the calculation (at [119]). The court expressed reservations about this approach. It observed that it would be too speculative to factor in (a) the returns that a deceased would have obtained if he decided to invest his savings, and (b) the chance that he would be able to generate steady returns (as opposed to losing his investment) (at [121]). Thus, the court was not prepared to hold that compounded interest should be taken into account "as a matter of course", but it acknowledged that it could be factored in "should the evidence establish that a deceased was an investor who generated a consistent rate of returns on his investments" (at [121]).

124 In my view, *Franklin Heng* remains good law. The plaintiffs did not elaborate why *Franklin Heng* is no longer applicable or outdated following the introduction of the PIRC Tables, and I see no reason or basis to adopt this premise. Thus, a compounded rate of return is only justified here *if* it is adequately supported by the evidence.

125 I am prepared to accept that interest on Mr Doney's *CPF savings* would have been compounded. The CPF scheme is akin to the INVEST scheme in

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155 DRS at paras 28–31.

Rajina Sharma. The rates of return are clearly published and applied by the government.

126 However, I do not think that the evidence supports the plaintiffs' submission that interest on Mr Doney's *personal savings* should also be compounded. Mr Doney may have had substantial savings in his NAB Account but there was no evidence before me as to the terms of the NAB Account or the actual interest rates that Mr Doney had received or stood to receive. The plaintiffs' assertion that Mr Doney was about to invest in land which would have appreciated is also unsupported –[156] there is no evidence that Mr Doney had taken any concrete steps towards purchasing any particular piece of land (for example, being given an option to purchase a property), much less evidence as to the returns expected on that investment.

127 I also reject the plaintiffs' submission that savings in a bank account should be compounded because the Law Reform Committee Report suggested that savings should be treated similarly to CPF.[157] In my view, this submission mischaracterises the comments found at paragraph 84 of the Law Reform Committee Report. Paragraph 84 appears in a section of the report dedicated to explaining why other types of savings should be awarded to dependants, in view of the fact that CPF contributions were already being awarded in dependency claims: Law Reform Committee Report, Section III(A)(4). It was in this context that the committee felt it would be "consistent to treat other types of savings in a similar manner and award compensation as well": Law Reform Committee Report at para 79. Thus, properly understood, savings are only treated similarly to CPF funds in the context of the recommendation that they should also be

156 PCS at para 205(a).

157 PCS at para 205(b).

recoverable in dependency claims. Whether personal savings and CPF funds would achieve similar rates of return is a wholly different matter which the Law Reform Committee Report did not express any views on. Accordingly, I prefer and accept the defendants' position that Mr Doney's savings should only accumulate *simple* interest.

128 Flowing from these conclusions, I will apply the following interest rates:

(a) Mr Doney's personal savings will accrue simple interest. Mr Potter takes the view that Mr Doney's personal savings would accrue simple interest at the same rate that "the PIRC Tables assume that claimants will earn on awards of damages" and so there was no need to make any further adjustments to his calculations.[158] Mr Tam's position is that Mr Doney's personal savings would earn about 1.9% of interest, a figure which he obtained from POTTER1.[159] To the extent this figure of 1.9% appears to be a real rate that excludes inflation,[160] I decline to adopt it. In the absence of evidence as to the interest rates Mr Doney stood to receive on his personal savings (see above at [126]), I do not think it likely that his personal savings were likely to accrue interest consistently at a rate above that adopted in the PIRC Tables. Therefore, for the purposes of my calculations, there is no need to make any further adjustment to reflect the accrual of interest on Mr Doney's personal savings – this is already accounted for simply by using the PIRC

158 Plaintiffs' Letter to Court dated 17 September 2025, attaching an email from Mr Potter dated 16 September 2025, at Section (i).

159 Defendant's Further Submissions pursuant to Court's Directions filed 18 September 2025 ("DFS") at para 4; POTTER1 at para 4.4.

160 DFS at para 4; Transcript of 22 October 2024 at p 111, lines 1–2.

multipliers, which already account for inflation at a rate of 2% per annum (see above at [68]).

(b) Mr Doney's CPF savings will accrue compound interest at a rate of about 4.08% per annum.[161] To obtain the real interest rate (*ie*, after deducting the in-built inflation in the PIRC Tables), Mr Tam used an interest rate of 2.04% which he derived via the calculations shown below in Figure 11:[162]

Title: **Calculation of the Loss of Inheritance (Base)**

CPF Rate of Return

Real Rate of Return = (nominal rate of return - inflation rate) / (1+ inflation rate)

Real Rate of Return = (4.08% - 2%) / (1+2%)

Real Rate of Return	2.04%

Figure 11

The plaintiffs have not suggested an alternative figure to be applied to the CPF savings calculations. I see no issue with Mr Tam's calculations and agree to apply a real interest rate of 2.04% to Mr Doney's CPF savings.

Application of multipliers

129 Both sides disagreed with how the other party's expert calculated the loss of inheritance claim. Mr Potter had adopted the same "probability-weighted" method he had used for the dependency claim, in which he calculated the "annual multiplier" to be applied for *each year* of savings. Mr Tam rejected

161 DFS at para 2.

162 DCS, Annex B, "Calculation of the Loss of Inheritance (Base)", "CPF Rate of Return".

this approach as it "inherently assume[s] that the inheritance is paid out annually" to the plaintiffs, instead of on Mr Doney's death.[163]

130 Mr Tam's approach was similar to the one he utilised for the loss of dependency claim in that he picked a notional age of death. By way of illustration, on the basis of the defendants' original submission that Mr Doney would have lived till 83, Mr Tam applied a single-adjusted multiplier of 0.22 –[164] this was obtained by taking the annual multiplier of 0.28 (for the year Mr Doney turns 83) and multiplying this by the further adjustment factor of 0.8031 to account for the other vicissitudes of life apart from mortality risk.[165] In light of my finding that Mr Doney would have lived till 85, Mr Tam's method would have yielded a single-adjusted multiplier of 0.15 – being the annual multiplier of 0.19 multiplied by 0.8031. The plaintiffs take issue with this approach because they say that a single-adjusted multiplier, when combined with a single life-expectancy, results in multiple discounting.[166]

131 I agree with the criticisms levelled against *both* methodologies. Mr Potter's method uses yearly multipliers which, conceptually, presumes that the payment is made or received in each year the multiplier is applied. If that approach is correct, then a greater discount must be applied because the *effect* of utilising such an approach is that the plaintiffs are, in essence, receiving their inheritance *much earlier* than they otherwise would have: *Franklin Heng* at [138]. For Mr Tam, his use of a single life expectancy (notional age of death) *together* with the main set of PIRC multipliers will lead to double discounting,

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163 TAM2 at para 7(7).

164 TAM2 at Annex 10, "Calculation of the Loss of Inheritance (Base Case Scenario)" at Column I.

165 DCS, Annex B, "Calculation of the Adjusted Multiplier" (Period 55 to 83).

166 PCS at para 193.

for the reasons I have identified above at [87] (*ie*, mortality risk is doubly discounted). Further, I do not agree that Mr Tam should have applied a further adjustment factor of 0.8031 – this is because the additional adjustment factor is intended to account for risks associated with Mr Doney's *ability to work*, which will no longer be present post-retirement (see above at [110]). In any event, the defendants appear to have departed from the initial approach of using a single-adjusted multiplier in their subsequent calculations. In their solicitors' most recent letter to the court dated 18 September 2025, the defendants acknowledge that there should be "no adjusted multiplier for a period between 78 to 83 years old", this being within the period of Mr Doney's notional retirement.[167]

132 Unfortunately, the PIRC Tables do not provide guidance on (a) whether they have any application to a loss of inheritance claim by dependants and (b) how to properly arrive at the multiplier for a loss of inheritance claim. As such, the only recourse I have is to the methodologies provided by both experts, but with necessary adaptations made to account for the criticisms referred to above in order to arrive at an outcome that is in my view principled, and on the evidence, fair and reasonable.

133 In the round, I am generally more inclined towards Mr Tam's method, albeit with some necessary adjustments made to remove the double discount for mortality risk. I agree with Mr Tam's approach of using a single multiplier. As I have explained above at [111]–[112], the annual multiplier adopted at age 85 represents the present value of a *single one-time* payment paid out in the year 2049 (assuming Mr Doney passes on that year, being the year in which he would have turned 85 but for the Accident). This approach more accurately fits in with the nature of how an inheritance is usually received. Notwithstanding my

167 DFS at paras 5–6.

comments in relation to Mr Doney's life expectancy at [84]–[90] above in assessing the loss of dependency claim, I do not think it is possible nor is it intuitively logical to use the "Until death" header in the PIRC Tables in the case of loss of inheritance claims because there are no *recurring* payments to be made in such a claim as opposed to a claim for loss of dependency. To adopt the multiplier for the "Until death" year would unfairly penalise the plaintiffs because, technically and applying the underlying rationale behind those tables, it would imply that the plaintiffs will (or could theoretically) only receive their inheritance when Mr Doney turns 100 – but such a long period of time would result in artificially high discount rates with the resultant amount undercompensating the plaintiffs. Such an outcome does not seem fair or right and is perhaps a further indicator that the PIRC Tables might not be particularly well-suited for determining the multiplier for a loss of inheritance claim by dependants. In my view, for the purposes of calculating the loss of inheritance claim, it is still necessary to decide on a notional age of death, and for the reasons I have given above, I have arrived at the age of 85.

134 To obtain the present value of a lump sum payment notionally assumed to be made at age 85, reference can again be made to the multipliers presented in *Table 3* of the PIRC Tables (pp 48–49). As mentioned above, the figures in Table 3 only account for accelerated receipt, and *not* mortality (the chance of which *is already* reflected in my decision to adopt 85 as Mr Doney's notional age of death had the Accident not occurred). Thus, to obtain the present value of an inheritance payment made at an age of death of 85, one can look at the difference in the multiplier between an annuity term of 30 and 29 years respectively – there being 30 years between the ages 55 (being Mr Doney's age at the date of the Accident) and 85 (being his notional age of death if the Accident had not occurred). The annual multiplier for the 30th year is 0.39

(22.17 minus 21.78). This means a payment made 30 years from 2019 should be multiplied by 0.39 (in other words, representing a discount of 61%) to obtain the present value of this expected payment 30 years later.

135 Accordingly, the methodology to calculate the plaintiffs' loss of inheritance would involve two steps: (a) first, all of Mr Doney's savings (less his accumulated expenses) up to the age of 85 would have to be totalled up; (b) second, that sum would have to be multiplied by 0.39 to reflect the discount for the accelerated receipt of the inheritance.

136 As a cross-check, I note that the multiplier of 0.39 is broadly in line with the discount applied in *Franklin Heng*. In that case, the children were receiving their inheritance 36 years earlier than they otherwise would have. A discount of 70% (*ie*, a multiplier of 0.30) was applied to account for the (a) accelerated receipt of their inheritance and (b) the deceased's post-retirement expenses (at [138]–[140]). In this case, a smaller discount of 61% (corresponding to a multiplier of 0.39) is being applied, but the comparatively smaller discount is justifiable on account of (i) the plaintiffs receiving their inheritance 30 years earlier (in contrast to 36 years in *Franklin Heng*), and (ii) there being no further discount required for post-retirement expenses since these have already been deducted from the multiplicand.

137 Lastly, and while this has not been raised by either party, I consider it also necessary to apply the adjustment multiplier of 0.8031 to Mr Doney's yearly personal savings and CPF contributions. This is to account for the *non-mortality* risks (*ie*, inability to work) that may lead to Mr Doney not being able to earn income and contribute these savings / CPF funds in any given year. There is no need to factor in a further multiplier for mortality risk because I have already chosen a notional age of death.

Interaction between dependency claim and loss of inheritance

138 I pause here to provide some observations on the interaction between the dependency claim and the loss of inheritance claim, as well as to explain why I found it necessary, on the facts of this case, to disapply the main PIRC Tables for the dependency claim and instead use the multipliers from Table 3 (see above at [92]).

139 This case concerned a rather unique situation where the court has had to apply the PIRC Tables to concurrent dependency and loss of inheritance claims. These two heads of claims are connected because any dependency claim awarded post-Mr Doney's retirement will have to be taken from his savings, which in turn would reduce the total amount of savings available to be distributed under the loss of inheritance head of claim (see above at [81(d)], [82(d)], and [119]).

140 I have acknowledged above that Mr Potter's probability-weighted method using the main set of PIRC Tables would be the most appropriate when quantifying a *standalone* loss of dependency claim (see above at [86]–[87]). However, when two heads of claim are inextricably linked in this manner, there might be conceptual concerns with applying the probability-weighted method for the dependency claim on the one hand, and the notional age of death method for the loss of inheritance claim on the other.

141 To elaborate, since the finding being made in this case is that Mr Doney would have sustained Mrs Doney until her death, under the probability-weighted method, Mr Doney would hypothetically continue to accrue expenses up to age 100. This would not be an issue in a standalone dependency claim because the application of high discount rates in Mr Doney's later years would

temper the total dependency that is ultimately awarded – *ie*, a dependency paid out when Mr Doney is aged 100 would be a significantly smaller sum if paid out today. However, under this probability-weighted method it would be difficult, within loss of inheritance calculations, to account for notional expenditures (on dependants) up to age 100 without artificially depressing the loss of inheritance award. I thus consider a loss of inheritance scenario to be one which is more suited to a notional age of death being chosen.

142 Accordingly, it is in my view justifiable, both on a conceptual and at a practical level, for the notional age of death method to be applied for *both* the dependency and loss of inheritance calculations. My reasons are as follows:

(a) There is no need to adopt the PIRC Tables where the "facts of the case and ends of justice dictate otherwise" (see above at [32]). Logically, this would extend to the disapplication of specific sets of tables *within* the PIRC Tables. Ultimately, the PIRC Tables are meant to be used as a tool. Oftentimes, they are a handy tool but at the same time, they ought not to be applied as if they were statutory provisions.

(b) For the reasons given above at [141], adopting the same notional age of death method for both heads of claim would be conceptually neater and resolve some of the practical difficulties with calculations that straddle the two heads of claim.

(c) In any event, the sole concern with adopting a notional age of death in the case of the dependency claim is that it would lead to double counting the risk of mortality. However, as I have explained above at [92], this risk is addressed and neutralised by using the multipliers from Table 3 of the PIRC Tables.

(d) Lastly, there is nothing novel with adopting a notional age of death. It was the approach used by authorities, including *Franklin Heng*, prior to the publication of the PIRC Tables.

143 With that, I turn to address the next issue, which concerns the plaintiffs' desire to obtain a greater share of the inheritance than that which had passed by intestacy in the proportions set out above at [15].

Will

144 This issue concerns whether damages can be assessed having regard to the possibility that Mr Doney would, but-for the Accident, have made a will in the plaintiffs' exclusive favour. I will refer to this as the "Will Claim".

145 It bears repeating that as it stands, Mr Doney died intestate. His estate has been distributed in Australia with a sum of S$292,469 (according to the plaintiffs' calculations) going to the Adult Children. This sum forms part of the plaintiffs' claim under their loss of inheritance calculations.[168]

146 The plaintiffs make three broad arguments in support of the Will Claim. First, the evidence supports a finding that Mr Doney would have made a will in their exclusive favour but-for the Accident.[169] They point out that (a) a few months before the Accident, Mr Doney had allegedly made a living declaration to Mr William that he intended to leave everything to the plaintiffs, and (b) Mrs Doney's evidence was that Mr Doney had plans to execute his will during his planned trip to Australia in November 2019, but the Accident

168 PCS at para 182.

169 PRS at para 97.

occurred right before that.[170] If the court finds that Mr Doney would have made a will in the plaintiffs' exclusive favour, then the plaintiffs should receive a larger proportion of the inheritance than they otherwise would have under intestacy (which would see the inheritance shared with the Adult Children).

147 Second, the Will Claim satisfies the test of a "reasonable expectation of pecuniary benefit". The plaintiffs had a reasonable expectation to receive Mr Doney's inheritance exclusively because during his lifetime he had "directed his finances exclusively for [their] welfare and benefit".[171]

148 Third, the Will Claim is supported by the words of s 22(1A) of the CLA, which is reproduced here for convenience:

> In assessing the damages under subsection (1), the court shall take into account any moneys or other benefits *which the deceased would be likely to have given to the dependants* by way of maintenance, gift, *bequest or devise* or which the dependants would likely to have received by way of succession from the deceased *had the deceased lived beyond the date of the wrongful death.*
>
> [emphasis added]

The plaintiffs stress that the provision only requires a finding that the deceased would "likely" have made the bequest. This they say is in line with the legislative intent to ensure that the dependants receive savings or inheritance which they "could have received from the deceased": Singapore Parl Debates; Vol 85, Sitting No 7; Col 1139; [19 January 2009] (Assoc. Prof. Ho Peng Kee, Senior Minister of State for Law).[172]

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170 PCS at para 175.

171 PRS at para 101.

172 PRS at para 108.

149 The plaintiffs further submit that the Will Claim does not require the court to find that Mr Doney created a valid will in their favour, but merely that he *would have* bequeathed them the Australian Property and his accumulated savings.[173]

150 I do not think this last submission adds anything to the plaintiffs' previous submissions. As the defendants took pains to highlight, it is uncontroversial that Mr Doney did not in fact create a valid will – an oral will is invalid under s 6 of the Wills Act 1838 (2020 Rev Ed) ("Wills Act") unless it falls within one of the enumerated exceptions in s 27 of the Wills Act, none of which apply here.[174]

151 The defendants further highlight that at the time of the Accident, Mr Doney had "not formally consulted a lawyer and/or professional to seek any advice regarding his Estate and the creation of a will".[175] An analogy is drawn to *Tan Pwee Eng v Tan Pwee Hwa* [2010] SGHC 258 ("*Tan Pwee Eng*"), in which the court ruled a draft will invalid, notwithstanding that the deceased had already instructed professionals to prepare her draft will, and the only thing missing was her signature. The purported beneficiaries in *Tan Pwee Eng*, the defendants say, stood on better footing than the plaintiffs here because Mr Doney had not even prepared a draft will yet.[176]

152 A claim by dependants such as the Will Claim does not appear to have been previously addressed in Singapore. I consider that the matter should be

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173 PRS at para 110.

174 DCS at paras 13–14 and 17.

175 DCS at para 16.

176 DCS at para 19.

viewed from two perspectives – first, whether the Will Claim is even conceptually possible; and second, assuming that such a claim is conceptually possible, whether it has been proven on the facts. I find, as discussed below, that even if the Will Claim is conceptually possible, the plaintiffs are not able to prove it on the evidence before me.

153 Assuming that the Will Claim is conceptually possible, the plaintiffs still need to overcome the factual hurdle of proving, with evidence of sufficient probative value, that the Will Claim was sufficiently probable, or "reasonably expected". This is because the plaintiffs' claim is, at the end of the day, still founded on s 22(1A) of the CLA, which looks to the likelihood of receiving the benefit as the primary bar to recovery. The need for a reasonable, as opposed to speculative, expectation of benefit can be illustrated by the following cases.

154 *Davies v Taylor* [1974] AC 207 ("*Davies*") concerned a dependency claim by the deceased's widow. Prior to his death, she had committed adultery and deserted her husband. Her husband was keen on reconciling with her, but she refused his offer. He eventually instructed his solicitor, prior to his death, to institute divorce proceedings against the widow. The widow's dependency claim failed because there was only a "speculative possibility of reconciliation but not a reasonable expectation of one" (at 219, per Viscount Dilhorne). On the application of the *de minimis* principle, "speculative possibilities would be ignored" (at 212, per Lord Reid).

155 In *Barnett v Cohen* [1921] All ER Rep 528 ("*Barnett*") a father sought to claim dependency for the death of his four-year-old son. His claim was based on his expectation that his son would provide for him once he turned of age and started making a living for himself. The court rejected the claim as there were too many contingencies – the son's extreme youth, and the fact that the father

was not in good health and may very well have passed at an early age. The father's claim was "pressed to extinction by the weight of multiplied contingencies" (at 534).

156 Turning to the case at hand, even assuming that the Will Claim advanced by the plaintiffs is a conceptual possibility, I find that the Will Claim cannot succeed on the facts before me. There are just too many evidential difficulties and contingencies in the plaintiffs' claim to support a reasonable expectation of pecuniary benefit. I would highlight that the "expectation" being evaluated here is *not* the plaintiffs' expectation that they would receive *some* inheritance from Mr Doney – that would certainly have been a reasonable expectation, and that expectation has already been borne out by the share they have received through intestacy. Instead, the "expectation" being evaluated is the plaintiffs' expectation that Mr Doney would have bequeathed his *entire* estate to the plaintiffs *exclusively*. Proving this necessarily requires much more cogent evidence, and which I find is lacking.

157 The fact of the matter is that Mr Doney did *not* make a will at the time of his death. Mrs Doney has said that he would have done so on his trip to Australia in November 2019, but this is unsupported by documentary evidence of any kind. There is no draft will, much less any indication that Mr Doney had even contacted solicitors in Australia. Mrs Doney confirmed that at the time of the Accident, Mr Doney had not yet received any professional legal advice relating to the distribution of his estate.[177] Assuming that Mr Doney would have lived another 25 or 30 years but for the Accident, it is extremely difficult to say what his intentions would have been in his later years. McCullough J's remarks in *Adsett v West* [1983] QB 826 are apposite here (at 851):

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177 Transcript of 1 October 2024 at p 30, lines 4–8 and p 64, lines 11–18.

> What would the plaintiff's testamentary wishes have been then? Who can say? Circumstances may have changed. It may very well have become more desirable to divide his interest … equally between his three children. In my judgment there is an insufficient basis for making any other assumption.

158 I also cannot ignore the possibility, which I do not think is fanciful, that Mr Doney may very well have wished to make *some* provision for the Adult Children near the end of his life. In my judgment, the Will Claim suffers from too many contingencies. The result is that it must go the same way as the claims in *Davies* and *Barnett*. Accordingly, I reject the Will Claim and disallow it. As that is sufficient to dispose of this claim, there is strictly speaking no need for me to come to any definitive conclusion on whether the Will Claim is even conceptually possible to begin with.

Summary of conclusions on the loss of inheritance claim

159 In summary, these are my findings in relation to the loss of inheritance claim:

(a) On the issue of interest on savings Mr Doney would be able to receive, I find and hold that Mr Doney's CPF savings would earn compound interest at a rate of about 4.08% per annum – when applied to the calculations, I will apply an interest rate of 2.04% (see above at [128(b)]). As for his personal savings, they will earn simple interest and there is no need to make any further adjustments to reflect this when performing the calculations (see above at [128(a)]).

(b) On the issue of the appropriate multiplier, I have applied a single (unadjusted) multiplier of 0.39 (equivalent to a discount rate of 61%) to the lump sum the plaintiffs are expected to receive as inheritance – this is based on a notional age of death of 85. A further adjustment multiplier

of 0.8031 is applied to Mr Doney's CPF contributions and savings (see above at [137]).

(c) I disallow the Will Claim (see above at [158]).

Calculation of the loss of inheritance claim

160 Having regard to my findings in this section (as summarised at [159]), my calculations for the loss of inheritance claim are set out in **Annex C** of this judgment with some accompanying commentary to explain how some of the components therein have been calculated.

161 Accordingly, the total damages I award for the loss of inheritance claim is S**$30,403.09**.

162 Thus, the damages awarded to the plaintiffs for the loss of dependency and loss of inheritance claims are:

Loss of Dependency	S$1,987,704.60
Loss of Inheritance	S$30,403.09
Total	**S$2,018,107.70 (rounded up)**

Loss of use and appreciation of the Australian Property

163 By way of background, the Australian Property had been sold by Monique, the second eldest of the Adult Children and sole administratrix of Mr Doney's Australian estate, for a sum of A$900,000 (see above at [13]–[14]). Mrs Doney had apparently attempted to retain the Australian Property and was

in discussions to purchase it from the estate, but ultimately did not manage to do so.[178]

164 The plaintiffs now seek to hold the defendants responsible for alleged losses arising from the sale of the Australian Property. These losses take two forms:

(a) First, losses arising from the plaintiffs' inability to use the Australian Property in the intervening years (*ie*, in the form of rental income).

(b) Second, the loss of the Australian Property's appreciated value from the time of its sale until 1 October 2024 (the date of commencement of the assessment of damages trial).

The parties' arguments

165 The arguments relating to the loss of use and loss of appreciation claim can be dealt with together.

166 The plaintiffs submit that these losses are pecuniary benefits which they reasonably expected to receive, but did not, but for Mr Doney's death. Their case is that:

(a) Mr Doney "intended for the Australian Property to be used exclusively by the Plaintiffs and eventually left to them".[179] Mr Doney

178 AEIC of Mrs Doney at para 96.

179 PCS at para 210.

did not have qualms about giving a property to his first family upon his divorce, and he "would have done so for [the plaintiffs]".[180]

(b) The Australian Property had been used as a "matrimonial home" by Mrs Doney and Mr Doney, and even after the family moved to Singapore, the plaintiffs had "unrestricted access to and/or benefit" of the Australian Property, including in the form of rental income.[181]

(c) Mrs Doney had made financial contributions to the Australian Property in the form of mortgage payments and renovations – she says this indicates "equitable ownership".[182]

(d) Mrs Doney attempted to mitigate her losses by matching the price which Monique requested and filing a Family Provision claim in Australia, but she was unable to retain the Australian Property.[183]

167 As a matter of law, the plaintiffs argue that the loss of the Australian Property was a reasonably foreseeable risk and so was not too remote; they cite the locus classicus, *Overseas Tankship (UK) Ltd v The Miller Steamship Co Pty* (*The Wagon Mound (No 2)*) [1967] 1 AC 617.[184] Further, in this case the egg-shell skull rule, "or a variant thereof" should apply, and the defendants must be responsible for the consequential losses the plaintiffs suffer.[185] The plaintiffs cite *Ho Soo Fong v Standard Chartered Bank* [2007] 2 SLR(R) 181 ("*Ho Soo*

180 PCS at para 210(e).

181 PCS at para 210(b).

182 PCS at paras 210(c)–(d).

183 PCS at para 211.

184 PCS at para 219.

185 PCS at para 223.

Fong") in support,[186] where the appellants successfully recovered losses arising from the forced sale of properties due to caveats wrongfully lodged by the respondents.

168 The defendants raise three arguments as to why the loss of use and appreciation claims are untenable:

(a) These claims are losses from Mr Doney's estate and so are barred by virtue of s 10(3)(*c*) of the CLA. The Australian Property was held in Mr Doney's sole name, and so any cause of action in respect of losses arising from the sale of the property would only vest in Mr Doney's estate. If Mr Doney's estate cannot first recover these losses by virtue of s 10(3) of the CLA, it would not be logical for the plaintiffs to themselves have any expectation of claiming these benefits.[187]

(b) These claims are pure economic losses in respect of which the defendants do not owe the plaintiffs a duty of care. The defendants apply the test set out in *Spandeck Engineering (S) Pte Ltd v Defence Science & Technology Agency* [2007] 4 SLR(R) 100 ("*Spandeck*"),[188] and argue that it would not be justifiable to impose a duty of care on the defendants in respect of pure economic loss which requires "such an extensive degree of foresight" (*ie,* as to the loss of use and appreciation of the Australian Property) – this relates to the test of factual foreseeability set

186 PCS at paras 225–226.

187 DCS at paras 105–107.

188 DCS at para 108.

out in *Spandeck*.[189] Further, there is insufficient legal proximity,[190] and policy reasons militate against the imposition of a duty of care.[191]

(c) These losses are too remote to be recoverable. For the same reasons why there was no factual foreseeability, the losses here are not reasonably foreseeable and are thus too remote.[192]

Discussion

169 As a preliminary issue, I briefly address the first two of the defendants' arguments, which I disagree with. As to the first argument, s 10 of the CLA is not relevant here. Section 10 prohibits a deceased's estate from recovering certain losses which accrue after the deceased's passing. The provision was enacted to prevent double recovery which might arise if estate claims for a loss of future earnings could be made *simultaneously* with dependency claims (which were also calculated with reference to what the deceased might have earned in the future): Law Reform Committee Report at paras 34–35. Consequently, it cannot be the case that s 10 of the CLA not only bars claims made by an *estate*, but the same claims made *by the deceased's dependants*.

170 On the second argument, I do not think *Spandeck* is applicable at this stage of the matter. Issues pertaining to the defendants' duty of care have already been fully and finally determined at the liability stage. I am also cautious about importing tortious principles wholesale into a right of action recognised under s 20 of the CLA.

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189 DCS at para 116.

190 DCS at paras 118 and 121.

191 DCS at paras 124–125.

192 DCS at para 130.

171 To my knowledge, a loss of appreciation claim similar to that brought by the plaintiffs has previously only arisen in Singapore in the case of *Armstrong, Carol Ann v Quest Laboratories Pte Ltd* [2020] 3 SLR 211 ("*Carol Armstrong (HC)*"), which both parties made reference to.[193] There, the High Court Judge rejected the claim because the claim had been made on the assumption that the deceased would have lived until the age of 82 – an assumption which had been rejected earlier in the judgment (at [39]). On appeal, the Court of Appeal found that the deceased would have lived to his full life expectancy, and so the loss of appreciation claim was remitted to the High Court for its determination, without the Court of Appeal making any comment as to the legal sustainability of such a claim: *Carol Armstrong (CA)* at [263]. As far as I have been able to ascertain, there has been no further decision arising from this case, and so the point appears to be still undecided in Singapore. The loss of use claim, similarly, does not appear to have been addressed by local precedents, and none were cited to me. Accordingly, both claims fall to be determined according to first principles.

172 In my view, the dependency claims under the CLA are also subject to the usual requirements of causation, remoteness, and mitigation. Both parties have argued on the basis that the damages recoverable in a dependency claim cannot be too remote,[194] and I am inclined to agree: see, for example, *Low Yoke Ying v Sim Kok Lee* [1990] 2 SLR(R) 713 at [28].

173 The requirement for a causal connection arises from the language of s 22(1) of the CLA itself, which states:

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193 PCS at para 216; DCS at para 120.

194 PCS at paras 223–227; DCS at paras 127–132.

> **22**.—(1) In every action brought under section 20, the court may award such damages as are proportioned to the *losses resulting from the death* to the dependants respectively except that in assessing the damages there shall not be taken into account —
>
> …
>
> [emphasis added in italics]

174 The word "resulting" suggests that the losses must also have been *caused* by the death or at least causatively flow from the wrongful death caused. In my view, a similar approach was adopted in *Ho Soo Fong*, where the court held that to claim losses "attributable" to a wrongfully lodged caveat under s 128(1) of the Land Titles Act 1993 (2004 Rev Ed), the losses had to have some causal connection to the act of lodging the caveat (at [26]). The requirement of a causal connection would also import a duty on the plaintiffs to mitigate their losses; in this regard, I note that a duty to mitigate was also found in *Ho Soo Fong* (at [22]).

175 On the facts before me, I find that the loss of use and appreciation claims fail as they were not caused by the deceased's death, and the plaintiffs had also failed to mitigate their losses.

176 Before going into my reasons, it is important to lay out the material facts surrounding the disposal of the Australian Property. There are, in my view, three crucial events.

177 First, following Mr Doney's passing, Mrs Doney was "advised by [Mr Doney's] parents and Scott Doney to quickly move into the [Australian] Property … without delay", because it would apparently have been more difficult for the Adult Children to oust Mrs Doney and her family or sell the Australian Property as she was "the legal widow and had certain occupation and

first rights over the [Australian] Property".[195] Mrs Doney later found out that if she had occupied the Australian Property promptly, she "would have the right of election to acquire the intestate interest in the [Australian] Property at transfer value".[196]

178 Second, sometime after Mr Doney's passing and Monique's appointment as the sole administratrix of Mr Doney's estate, Monique decided to sell the Australian Property.

179 Third, following Monique's decision to sell the Australian Property, Mrs Doney entered into discussions with Monique with regard to the possibility of purchasing the Australian Property herself. In an email sent on 11 May 2021, Monique's solicitor informed Mrs Doney's solicitor that they had found a potential buyer to purchase the Australian Property for A$900,000; Mrs Doney was requested to respond by 5pm the same day if she wished to match the offer.[197] Mrs Doney replied to her solicitors the same day indicating her interest.[198]

180 There unfortunately appears to have been a misunderstanding on Mrs Doney's part, in that although her reply email indicates that it was sent at 4.28pm, this was Singapore time, which was (at that time of the year) two hours behind Australia.[199] Monique's solicitors, based in Australia, would have been referring to 5pm *local time*. Consequently, it appears that Mrs Doney missed the 5pm local time deadline, and the next day Monique's solicitor replied stating

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195 AEIC of Mrs Doney at para 92.

196 AEIC of Mrs Doney at para 93.

197 AEIC of Mrs Doney at p 154.

198 AEIC of Mrs Doney at p 155.

199 Transcript of 1 October 2024 at p 39, line 28 to p 40, line 25.

that the sale contract for the Australian Property had already been signed with another party (although no specific reference was made to the deadline having been missed).[200] At trial, Mrs Doney confirmed that she had not made any request for an extension of time.[201]

181 In my view, these three events were intervening events which stand in the way of the plaintiffs' claims. The defendants cannot be held liable for the loss of the Australian Property and the consequential loss of use and appreciation claims. I elaborate below.

182 First, Mrs Doney had, on her own evidence, missed out on an opportunity to occupy and acquire the intestate interest in the Australian Property.

183 Second, the decision by Monique to sell the Australian Property was an independent decision of a third party which itself created the "loss", and for which the law will not generally impose responsibility on the defendants: *McGregor on Damages* at para 8-121. To illustrate this, one may consider a scenario where Monique did not sell the Australian Property but instead decided to retain and rent it out. In that scenario, the estate as a whole would have benefitted from the subsequent appreciation of the property, as well as from the rental earnings (which overlap with the loss of use claim). In this hypothetical, the plaintiffs would also have benefitted in accordance with the proportion they stood to receive via intestacy. Monique's decision to sell the Australian Property was thus an additional, intervening, "but-for" cause of the loss of appreciation and use of the Australian Property.

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200 AEIC of Mrs Doney at para 156; Transcript of 1 October 2024 at p 41, lines 6–7.

201 Transcript of 1 October 2024 at p 40, lines 26 –28.

184 Third, Mrs Doney was given the opportunity to acquire the Australian Property for herself but failed to do so due to the missing of the deadline. Mrs Doney did not protect her interests as well as she could have, especially considering how critical the deadline to respond was and in view of her stated intention to purchase the Australian Property at the time. While I am sympathetic to Mrs Doney's difficulties in the immediate period following Mr Doney's passing and how this might have affected her handling of the matter, the fact remains that, at the minimum, Mrs Doney's omission to meet the deadline was *a* cause of the loss of the Australian Property. If she had been successful, she would have benefitted from the continued appreciation and use of the property. In this scenario, Mrs Doney may still have suffered a "loss" in the sense of having to pay the purchase price to the estate, but this would have ultimately accrued back to her via intestacy – the only "loss" then suffered would have been the portion she had to pay for the Adult Children's share. However, in view of my finding above that the Will Claim cannot succeed, the defendants should not be required to account for this. I also note that Mrs Doney's willingness to acquire the Australian Property suggests that there was no financial impediment to her doing so at the material time.[202] Thus, the lapse of the sale ultimately translated into a failure on Mrs Doney's part to mitigate her and her childrens' "losses". It was an unfortunate misstep, but I do not think it fair to now hold the defendants legally responsible for losses flowing from it.

185 For completeness, I note that the plaintiffs have cited two cases to support their contention that these losses were not too remote. These were *Pym v The Great Northern Railway Company* (1863) 4 B & S 396; [1861-73] All ER Rep 180 and *Cape Distribution Ltd v O'Loughlin* [2001] EWCA Civ 178

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202 AEIC of Mrs Doney at p 155.

("*Cape Distribution*").[203] As I have found that the claims fail due to a lack of causation and a failure to mitigate (at [175] and [181]), there is no need for me to make any finding on whether the claims were too remote. It is therefore not necessary for me to deal with these authorities referred to by the plaintiffs.

186 To conclude this issue, any one of the events (at [182]–[184]), *taken singly or together*, would in my judgment have been sufficient to break the chain of causation. I reiterate that I fully empathise with Mrs Doney's explanation that she was overcome with grief following Mr Doney's passing and was thus unable to protect her interests as it related to the Australian Property.[204] Nothing in the preceding analysis is intended to lay blame at her feet. That being said, it would also not be right for me to hold the defendants responsible for opportunities which, in law, Mrs Doney had given up.

187 For these reasons, I disallow the loss of use and loss of appreciation claims. They were not losses "resulting" from Mr Doney's passing.

Special damages

188 The final claims relate to the following heads of special damage:[205]

(a) Mortgage payments towards the Australian property: A$1,849.50 (converted to S$1,636.40).[206]

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203 PRS at paras 136–142.

204 AEIC of Mrs Doney at para 94.

205 PCS at para 255.

206 DCS at para 135; AEIC of Mrs Doney at para 105.

(b) Legal fees towards the application for Family Provision: A$177,534.60 (converted to S$156,230.45).[207]

(c) Legal fees for the Grant of Probate in Australia: A$141,344.20 (converted to S$124,382.90).[208]

Mortgage payments

189 The plaintiffs left this item to the court's discretion.[209] The defendants submit that there is no basis to allow this claim as it had been paid by Mrs Doney on the basis of a mistaken assumption that she would be entitled to the Australian Property.[210]

190 I agree with the defendants' submission and disallow this claim. The mortgage payments were voluntary payments which had been paid on the basis of Mrs Doney's misapprehension that she was entitled to the Australian Property. I find and hold that they were not losses "resulting" from Mr Doney's passing.

Legal fees for Family Provision application

191 The plaintiffs submit that the Family Provision application was a form of reasonable mitigation in order to obtain a larger share of Mr Doney's estate.[211] If Mrs Doney had succeeded, the defendants would have deducted the additional sums received under the Family Provision application from the

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207 PCS at para 266.

208 PCS at para 268.

209 PCS at para 257.

210 DCS at para 140.

211 PCS at paras 258–259.

damages recoverable by the plaintiffs,[212] and so Mrs Doney should not be penalised simply because her claim did not succeed.[213]

192 The defendants argue that just like the mortgage payment, Mrs Doney's Family Provision application was a legal risk she decided to take and is accordingly an expense too remote for her to recover from the defendants.[214]

193 I agree with the defendants that the costs arising from the Family Provision application are also too far removed to be recoverable from the defendants. The plaintiffs' submission that the Family Provision claim is an attempt at *mitigation* contains within it the implication that by virtue of obtaining a share of Mr Doney's estate under the intestacy rules of Queensland, the plaintiffs have suffered some "loss" that is capable of being mitigated (*ie*, similar in nature to the Will Claim) and costs/expenses were incurred in taking the allegedly mitigatory steps. In my view, it would not be consistent to allow this claim when I have already found above (at [158]) that the Will Claim cannot succeed on these facts. If there is no "loss" in the first place, there can be no mitigation or costs incurred in the course of mitigation to speak of.

194 For this reason, I also disallow and dismiss the claim for costs incurred for the Family Provision application.

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212 PCS at para 265.

213 PCS at para 264.

214 DCS at para 145.

Legal fees for Grant of Probate in Australia

195 The plaintiffs also claim the legal fees Mrs Doney has incurred for the Grant of Probate in Australia, amounting to a sum of A$141,344.20.[215] This figure was obtained by deducting the sum of A$102,934.60 (incurred for the Family Provision application) from the total liability of Mr Doney's estate for legal fees, amounting to A$244,278.80.[216] Their argument was to simply state that the "legal fees arising from a Grant of Letters of Administration … is typically a given in dependency claims".[217] There was unfortunately no authority cited by the plaintiffs for this proposition.

196 The defendants argue that probate costs are costs associated with the administration of the estate, and are not recoverable by the estate under s 10(3)(*c*) of the CLA.[218] Further, there is a principle that "[c]osts in relation to grants of probate are commonly only allowed if they are deemed necessarily incurred for the prosecution of the action", but in this case the plaintiffs did not require the grant of probate to commence proceedings against the defendants.[219] The case of *Thomas (Joseph) v Cunard White Star Ld. The Queen Mary* [1951] P 153; [1950] 2 All ER 1157 was cited for this proposition.

197 In reply the plaintiffs point out that they would not have been able to "ascertain and claim the full extent of their losses" without the grant of letters of administration.[220]

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215 PCS at paras 255 and 268.

216 PCS at para 268.

217 PCS at para 267.

218 DCS at para 149.

219 DCS at para 150.

220 PRS at para 148.

198 I agree with the plaintiffs and will allow this claim, but only in a proportion corresponding to what the plaintiffs would have received via intestacy. Under Queensland's intestacy laws (see above at [14]), the plaintiffs collectively stand to receive a 13/21 share of Mr Doney's estate. A 13/21 share of A$141,344.20 amounts to A$87,498.79, and I allow the claim for that sum.

Deprivation of family benefits

199 The plaintiffs submit that Mr Doney's passing has deprived them of his "mentorship, life coaching, security and much more".[221] While the plaintiffs have not identified a fixed sum, they ask for these benefits to be accounted for in the final award.[222] They cite *Cape Distribution* (referred to above at [185]), where the court found that the widow had not suffered any pecuniary loss but had suffered a loss of the deceased's experience and skill as it related to the managing of his financial holdings.[223] The defendants did not make any submissions on the family benefit claim.

200 *Cape Distribution* is not exactly relevant as the court ultimately awarded a sum representing the cost of replacing the deceased's business acumen (at [15]–[16]); an analogy was drawn to claims "in respect of services rendered gratuitously by the deceased" (at [12]–[13]). The plaintiffs' claims do not relate to tangible services rendered *per se* (which might be replaced by hiring external help), but more to the intangible benefits derived from the presence of Mr Doney as a husband and father.

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221 PRS at para 151.

222 PRS at para 152.

223 PRS at paras 139–140 and 151.

201 That said, there appears to be some precedent for similar claims in English law. Historically, non-pecuniary losses have not been permitted under the Fatal Accidents Act 1846 (c 93) (UK) (the historical analogue to our CLA) apart from the statutory exception for bereavement (see *McGregor on Damages* at para 41-107). There has, however, since been a watering down of this prohibition and English law now recognises what is called the *Regan v Williamson* award (arising from the case of *Regan v Williamson* [1976] 1 WLR 305 ("*Regan v Williamson*")) which accounts for intangible benefits provided by the deceased to his wife and (young) children: *Ana Belen Cacheda Chouza v Artur Mendonca Lopes Martins* [2021] EWHC 1669 (QB) at [87]–[88].

202 The exact scope of such an award is, however, unclear. It has been suggested that the *Regan v Williamson* award compensates for the loss of a deceased's "love and affection": *Carol Devoy v William Doxford & Sons Ltd* [2009] EWHC 1598 (QB) at [79]. On the other hand, there is authority to the effect that no award should be made to encompass the lost "care and attention of the deceased in the emotional sense", such losses being "exactly the loss that the bereavement award (modest though it is) is intended to compensate for": *Deborah Magill v Panel Systems (DB Limited)* [2017] EWHC 1517 (QB) ("*Deborah Magill*") at [65].

203 As far as I am aware, the *Regan v Williamson* award has not yet found its way into Singapore law. As neither party raised any submissions on it, it would not be appropriate for me to make any determination on its applicability without the benefit of full argument.

204 Returning to the present case, the plaintiffs have not provided any indication as to what they deem is an appropriate sum for the deprivation of

family benefits. As I noted above, there has been limited engagement on this issue by both sides. The sole authority cited by the plaintiffs, *Cape Distribution*, does not assist. In the circumstances, I am inclined towards the view held in *Deborah Magill* that any deprivation of family benefit has already been accounted for in the award for bereavement, as statutorily encapsulated in s 21 of the CLA.

205 For these reasons, I decline to order any additional damages for this head of claim.

Conclusion

206 To summarise, for all the reasons set out above, these are my findings and holdings on each of the issues arising under the various heads of claim advanced by the plaintiffs:

S/N	Issue	Decision	Reference paragraph in Judgment
Loss of dependency			
1	Mr Doney's operating expenses	6%	[49]
2	Whether Mr Doney's 2017 income is an outlier	No	[57]
3	Rate of increase of Mr Doney's income	In accordance with inflation, as captured within the multipliers used by the PIRC Tables.	[68]
4	Mr Doney's 2019 income	Mr Doney's 2019 income should be pro-rated to reflect the income he would have received had he worked a full year	[70]

5	Mr Doney's income from 2020 onwards	Assumed to be the average of his income from 2016 to 2019	[71]
6	Income tax	Applicable tax rates and reliefs are not disputed. Mr Doney would pay income tax on the full amount of his projected income.	[73]–[76]
7	Savings and CPF contributions	Agreed – Mr Doney would have saved S$63,508.81 annually, and would have also made CPF contributions in accordance with the applicable rates.	[78]–[79]
8	Mr Doney's life expectancy	85 years of age	[94]
9	Mr Doney's retirement age	75 years of age	[97]
10	Allocation of expenditure up to age 73	Mr Doney would spend 20% of his net disposable income (excluding business expenses) on himself, leaving the remainder for his family.	[106]
11	Allocation of expenditure from age 73 to retirement	Mr Doney would maintain his overall expenditure, and this would be split in the following proportion: 33% of his income on himself, and 67% on Mrs Doney and for their joint benefit.	[106]

12	Allocation of expenditure after retirement	Mr Doney's expenditure would decrease by about 30%, meaning he would be spending 70% of what he was spending pre-retirement. This amount is to be split 33% in his favour, and 67% for Mrs Doney and for their joint benefit.	[107]
13	Period of children's dependency	No need to determine.	[100]
14	Period of Mrs Doney's dependency	Until the end of Mr Doney's natural life (*ie*, notional age of death at age 85).	[101]
15	Multipliers	Multipliers are to be taken from Table 3 of the PIRC Tables, with a further adjustment factor of 0.8031 applied to account for other vicissitudes of life apart from mortality risk.	[110], [113]
Loss of inheritance			
16	Rate of return on personal savings	Simple interest to apply - no further adjustments to calculations required.	[128(a)]
17	Rate of return on CPF contributions	Compound interest to apply - 2.08% applied to calculations.	[128(b)]
18	Multipliers	A single (unadjusted) multiplier of 0.39.	[134]
		A further adjustment multiplier of 0.8031 to savings and CPF contributions.	[137]
19	Will Claim	Disallowed	[158]

Loss of use and appreciation of the Australian Property			
20	Loss of use	Disallowed	[187]
21	Loss of appreciation	Disallowed	[187]
Special damages			
22	Mortgage payments	Disallowed	[190]
23	Legal fees for the Family Provision application	Disallowed	[194]
24	Legal fees for the Grant of Probate in Australia	Allowed in the proportion corresponding to what the plaintiffs would have received via intestacy.	[195]–[198]
Deprivation of family benefits			
25	Deprivation of Family benefits	Disallowed	[205]

207 Accordingly, the total amount of damages I award to the plaintiffs is as follows:

Agreed items	S$34,703.57
Loss of Dependency	S$1,987,704.60
Loss of Inheritance	S$30,403.09
Legal fees for the Grant of Probate in Australia	A$87,498.79
Total	**S$2,052,811.30 (rounded up) and A$87,498.79**

208 I will hear the parties separately on the questions of interest and costs of the assessment of damages.

S Mohan
Judge of the High Court

Grace Malathy d/o Ponnusamy and Ng Wen Wen (Grace Law LLC) for the plaintiffs;
Yeo Kim Hai Patrick, Lim Hui Ying, Ooi Jingyu (Huang Jingyu) (Legal Solutions LLC) for the defendants.

Annex A – Mr Doney's Income Calculations

Calculation of Net Income (Updated)

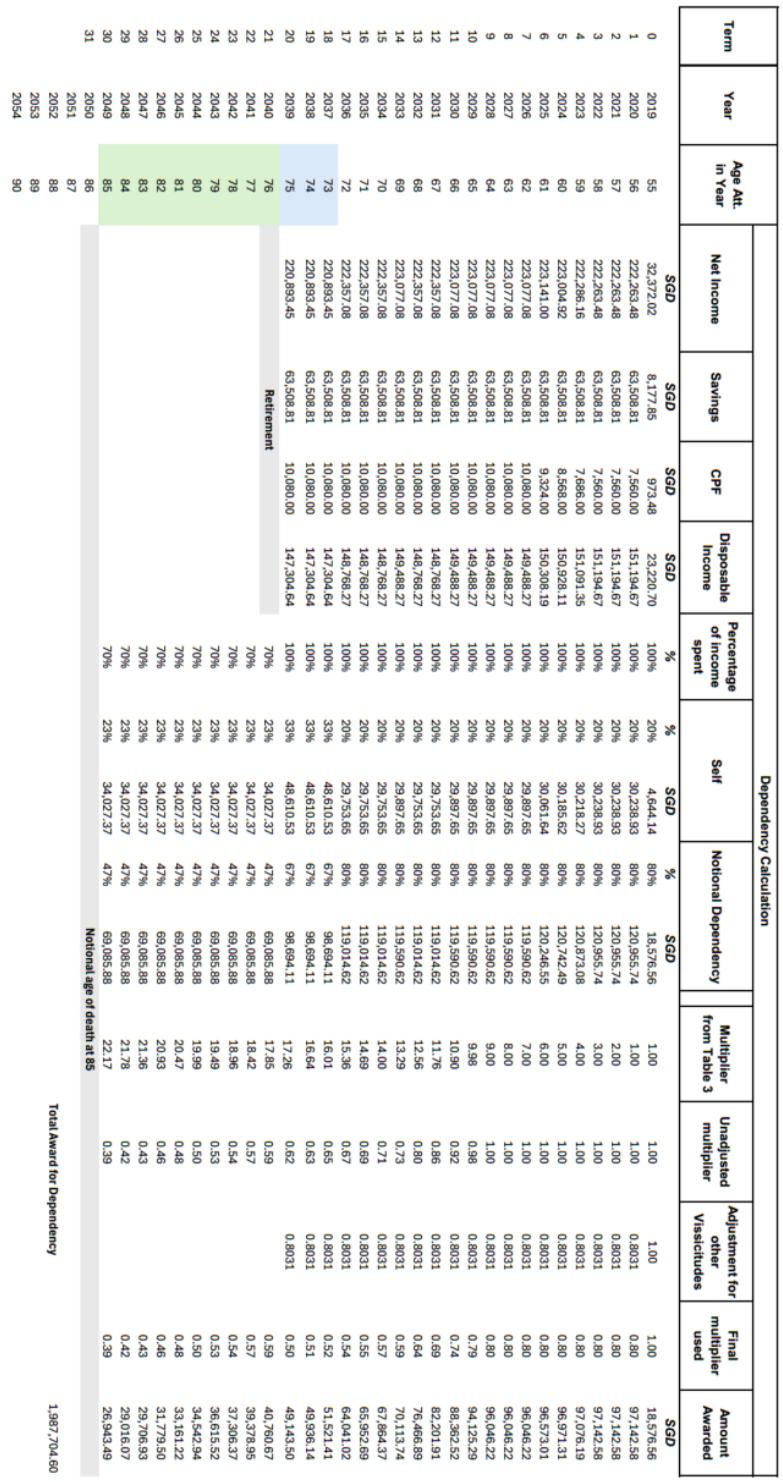
Calculation of average income

2016	2017	2018	2019
220,721.00	266,149.00	205,196.00	277,901.59
		Average:	242,492.40

2019 income assuming Mr Doney worked for the full year 277,901.59

Year	Age At. in Year	Gross Income	Income Less 6% Costs	Earned Inc.	Spouse	QCR - M	QCR - S	Reliefs QCR - G	Parent	Prov Fnd	Total Relefs	Chargeable Income	Income Tax First 160k	Next 40k	First 320k	Next 40k	First 340k	Next 40k	Rebate	Total Income Tax Payable	Net Income	2019 Pro-rated
		SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD	SGD
2019	55	277,901.59	261,227.49	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	228,167.49			21,150.00	5,351.82			- 200.00	26,501.82	251,399.76	32,372.02
2020	56	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	
2021	57	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	
2022	58	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,560.00	33,060.00	194,882.85	13,950.00	6,278.91						20,228.91	222,263.48	
2023	59	242,492.40	227,942.85	6,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	7,686.00	33,186.00	194,756.85	13,950.00	6,256.23						20,206.23	222,286.16	
2024	60	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	8,568.00	36,068.00	191,874.85	13,950.00	6,737.47						20,687.47	223,004.92	
2025	61	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	9,324.00	36,824.00	191,118.85	13,950.00	5,691.39						19,641.39	223,141.00	
2026	62	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2027	63	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2028	64	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2029	65	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2030	66	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2031	67	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	5,465.31						19,415.31	223,077.08	
2032	68	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	6,185.31						20,135.31	222,357.08	
2033	69	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	6,185.31						20,135.31	222,357.08	
2034	70	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	37,580.00	190,362.85	13,950.00	6,185.31						20,135.31	222,357.08	
2035	71	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	33,580.00	194,362.85	13,950.00	6,185.31						20,135.31	222,357.08	
2036	72	242,492.40	227,942.85	8,000.00	2,000.00	4,000.00	4,000.00	4,000.00	5,500.00	10,080.00	33,580.00	194,362.85	13,950.00	6,185.31						20,135.31	222,357.08	
2037	73	242,492.40	227,942.85	8,000.00	2,000.00				5,500.00	10,080.00	25,580.00	202,362.85			21,150.00	448.94				21,598.94	220,893.45	
2038	74	242,492.40	227,942.85	8,000.00	2,000.00				5,500.00	10,080.00	25,580.00	202,362.85			21,150.00	448.94				21,598.94	220,893.45	
2039	75	242,492.40	227,942.85	8,000.00	2,000.00				5,500.00	10,080.00	25,580.00	202,362.85			21,150.00	448.94				21,598.94	220,893.45	

Annex B – Calculation of Loss of Dependency Claim



Term	Year	Age Att. in Year	Dependency Calculation																
			Net Income	Savings	CPF	Disposable Income	Percentage of Income spent	Self		Notional Dependency		Multiplier from Table 3	Unadjusted multiplier	Adjustment for other Vissicitudes	Final multiplier used	Amount Awarded
			SGD	SGD	SGD	SGD	%	%	SGD	%	SGD					SGD
0	2019	55	32,372.02	8,177.85	973.48	23,220.70	100%	20%	4,644.14	80%	18,576.56	1.00	1.00	1.00	1.00	18,576.56
1	2020	56	222,263.48	63,508.81	7,560.00	151,194.67	100%	20%	30,238.93	80%	120,955.74	1.00	1.00	0.8031	0.80	97,142.58
2	2021	57	222,263.48	63,508.81	7,560.00	151,194.67	100%	20%	30,238.93	80%	120,955.74	1.00	1.00	0.8031	0.80	97,142.58
3	2022	58	222,263.48	63,508.81	7,560.00	151,194.67	100%	20%	30,238.93	80%	120,955.74	3.00	1.00	0.8031	0.80	97,142.58
4	2023	59	222,286.16	63,508.81	7,686.00	151,091.35	100%	20%	30,218.27	80%	120,873.08	4.00	1.00	0.8031	0.80	97,076.19
5	2024	60	223,004.92	63,508.81	8,568.00	150,928.11	100%	20%	30,185.62	80%	120,742.49	5.00	1.00	0.8031	0.80	96,971.31
6	2025	61	223,141.00	63,508.81	9,324.00	150,308.19	100%	20%	30,061.64	80%	120,246.55	6.00	1.00	0.8031	0.80	96,573.01
7	2026	62	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	7.00	1.00	0.8031	0.80	96,046.22
8	2027	63	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	8.00	1.00	0.8031	0.80	96,046.22
9	2028	64	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	9.00	1.00	0.8031	0.80	96,046.22
10	2029	65	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	9.98	0.98	0.8031	0.79	94,125.29
11	2030	66	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	10.90	0.92	0.8031	0.74	88,362.52
12	2031	67	222,357.08	63,508.81	10,080.00	148,768.27	100%	20%	29,753.65	80%	119,014.62	11.76	0.86	0.8031	0.69	82,201.91
13	2032	68	222,357.08	63,508.81	10,080.00	148,768.27	100%	20%	29,753.65	80%	119,014.62	12.56	0.80	0.8031	0.64	76,466.89
14	2033	69	223,077.08	63,508.81	10,080.00	149,488.27	100%	20%	29,897.65	80%	119,590.62	13.29	0.73	0.8031	0.59	70,113.74
15	2034	70	222,357.08	63,508.81	10,080.00	148,768.27	100%	20%	29,753.65	80%	119,014.62	14.00	0.71	0.8031	0.57	67,864.37
16	2035	71	222,357.08	63,508.81	10,080.00	148,768.27	100%	20%	29,753.65	80%	119,014.62	14.69	0.69	0.8031	0.55	65,952.69
17	2036	72	222,357.08	63,508.81	10,080.00	148,768.27	100%	20%	29,753.65	80%	119,014.62	15.36	0.67	0.8031	0.54	64,041.02
18	2037	73	220,893.45	63,508.81	10,080.00	147,304.64	100%	33%	48,610.53	67%	98,694.11	16.01	0.65	0.8031	0.52	51,521.41
19	2038	74	220,893.45	63,508.81	10,080.00	147,304.64	100%	33%	48,610.53	67%	98,694.11	16.64	0.63	0.8031	0.51	49,936.14
20	2039	75	220,893.45	63,508.81	10,080.00	147,304.64	100%	33%	48,610.53	67%	98,694.11	17.26	0.62	0.8031	0.50	49,143.50
21	2040	76	Retirement				70%	23%	34,027.37	47%	69,085.88	17.85	0.59		0.59	40,760.67
22	2041	77					70%	23%	34,027.37	47%	69,085.88	18.42	0.57		0.57	39,378.95
23	2042	78					70%	23%	34,027.37	47%	69,085.88	18.96	0.54		0.54	37,306.37
24	2043	79					70%	23%	34,027.37	47%	69,085.88	19.49	0.53		0.53	36,615.52
25	2044	80					70%	23%	34,027.37	47%	69,085.88	19.99	0.50		0.50	34,542.94
26	2045	81					70%	23%	34,027.37	47%	69,085.88	20.47	0.48		0.48	33,161.22
27	2046	82					70%	23%	34,027.37	47%	69,085.88	20.93	0.46		0.46	31,779.50
28	2047	83					70%	23%	34,027.37	47%	69,085.88	21.36	0.43		0.43	29,708.93
29	2048	84					70%	23%	34,027.37	47%	69,085.88	21.78	0.42		0.42	29,016.07
30	2049	85					70%	23%	34,027.37	47%	69,085.88	22.17	0.39		0.39	26,943.49
31	2050	86								Notional age of death at 85						
	2051	87													Total Award for Dependency	1,987,704.60
	2052	88														
	2053	89														
	2054	90														

Annex C – Calculation of Loss of Inheritance Claim

Inheritance Calculation						
Expenses	**Adjusted Savings**	**Accumulated Savings (Personal)**	**Simple Interest (no further adjustment)**	**Adjusted CPF**	**Accumulated CPF**	**Compound Interest at 2.04%**
SGD	***SGD***	***SGD***	***SGD***	***SGD***	***SGD***	***SGD***
-	8,177.85	8,177.85		973.48	973.48	19.86
-	51005.51	59,183.36		6,071.63	7,064.96	144.13
-	51005.51	110,188.87		6,071.63	13,280.71	270.93
-	51005.51	161,194.39		6,071.63	19,623.27	400.31
-	51005.51	212,199.90		6,172.82	26,196.40	534.41
-	51005.51	263,205.41		6,881.18	33,611.98	685.68
-	51005.51	314,210.92		7,488.34	41,786.00	852.43
-	51005.51	365,216.44		8,095.50	50,733.94	1,034.97
-	51005.51	416,221.95		8,095.50	59,864.41	1,221.23
-	51005.51	467,227.46		8,095.50	69,181.14	1,411.30
-	51005.51	518,232.98		8,095.50	78,687.94	1,605.23
-	51005.51	569,238.49		8,095.50	88,388.67	1,803.13
-	51005.51	620,244.00		8,095.50	98,287.30	2,005.06
-	51005.51	671,249.52		8,095.50	108,387.86	2,211.11
-	51005.51	722,255.03		8,095.50	118,694.47	2,421.37
-	51005.51	773,260.54		8,095.50	129,211.34	2,635.91
-	51005.51	824,266.06		8,095.50	139,942.75	2,854.83
-	51005.51	875,271.57		8,095.50	150,893.08	3,078.22
-	51005.51	926,277.08		8,095.50	162,066.80	3,306.16
-	51005.51	977,282.59		8,095.50	173,468.47	3,538.76
-	51005.51	1,028,288.11		8,095.50	185,102.72	3,776.10
-103,113.25		925,174.86			188,878.82	3,853.13
-103,113.25		822,061.60			192,731.95	3,931.73
-103,113.25		718,948.35			196,663.68	4,011.94
-103,113.25		615,835.10			200,675.62	4,093.78
-103,113.25		512,721.85			204,769.40	4,177.30
-103,113.25		409,608.60			208,946.70	4,262.51
-103,113.25		306,495.35			213,209.21	4,349.47
-103,113.25		203,382.10			217,558.68	4,438.20
-103,113.25		100,268.84			221,996.87	4,528.74
-103,113.25		0.00			123,412.36	2,517.61

Sub-Total:	125,929.97
Multiplier:	0.39
Present value of inheritance:	49,112.69
Share of inheritance:	30,403.09

A.1 To elaborate, the second and fifth columns headed "Adjusted Savings" and "Adjusted CPF" respectively utilise the figures agreed by the parties and are then adjusted by the multiplier of 0.8031 (see [136] above). Further, the rows highlighted in orange reflect Mr Doney's post-retirement years, when his continued expenses on himself, Mrs Doney, and for the two of them jointly (see

above at [107]) will need to be deducted from his accumulated savings. The expenditure figure of S$103,111.25 is obtained by adding S$34,027.37 and S$69,085.88, which represent the sums Mr Doney and Mrs Doney are expected to spend on themselves post-retirement (see Annex B, 10th and 12th columns, for the years 2040 to 2049). After applying the multiplier of 0.39 to the total monies accumulated at age 85 (Mr Doney's notional age of death), the present value of the inheritance will be S$49,112.69. As I have dismissed the Will Claim, the plaintiffs will only be entitled to a 13/21 share of Mr Doney's notional inheritance – this amounts to S$30,403.09.