

Leong Choon Kum v Chia Kin Tuck
[2005] SGHC 73

Case Number : D 1621/1998

Decision Date : 19 April 2005

Tribunal/Court : High Court

Coram : Lai Siu Chiu J

Counsel Name(s) : Sarjeet Singh (Ong, Tan and Nair) for the petitioner; Koh Tien Hua and Michelle Elias (Harry Elias Partnership) for the respondent

Parties : Leong Choon Kum — Chia Kin Tuck

Civil Procedure – Appeals – Registrar's appeals – By way of rehearing – Function of appellate court in relation to evidential findings and assessment by court below

Family Law – Matrimonial assets – Division – Whether just and equitable division – Whether broad-brush approach correctly applied – Role of precedents in division of matrimonial assets – Whether interest income earned by husband subject to division regardless of beneficial ownership of principal sum – Section 112 Women's Charter (Cap 353, 1997 Rev Ed)

Family Law – Matrimonial assets – Matrimonial home – Whether property considered matrimonial asset – Whether wife's contributions relevant in determining share in matrimonial assets – Section 112 Women's Charter (Cap 353, 1997 Rev Ed)

19 April 2005

Lai Siu Chiu J:

The background

1 Chia Kin Tuck ("the husband") and Leong Choon Kum ("the wife") were divorced on 7 January 2000, when a decree *nisi* was granted on a petition filed by the wife in May 1998. They have two sons from the marriage. The ancillary matters came on for hearing before District Judge Koh Juat Jong (as she then was) pursuant to which she made certain orders on 1 August 2003. The husband filed Registrar's Appeal No 720078 of 2003 ("the Appeal") against the following orders made by the district judge:

- (a) that the husband pay the sum of \$300,000 to the wife as her share of the matrimonial assets;
- (b) in the event that the High Court in Originating Summons No 554 of 2002 ("the OS proceedings") finds that the property known as 19 Ringwood Road, Singapore 437415 ("the property") belongs to the estate of the husband's late mother and the husband is entitled to 50% of the property, the husband shall pay the wife a further sum equivalent to 15% of the husband's additional 16.66% share in the property based on the value of the property at \$5.2m;
- (c) in the event that the Appeal Court in District Court (Transferred) Suit No 600872 of 2000 ("the Suit") finds that the amount in dispute, *viz* \$1m, was not handed by the husband to the wife, the husband shall pay the wife the additional sum of \$1m as her share of the matrimonial assets;
- (d) that the aforesaid sum of \$300,000 and lump sum maintenance of \$24,000 awarded to the wife be paid within 14 days of the date of the order;

(e) that the husband pay the wife \$25,000 as fixed costs for the divorce proceedings and the hearing of the ancillary matters.

The husband prayed for the above orders to be set aside on the basis that the wife was not entitled to any share of any of the properties and/or assets set out in the orders, nor to the costs awarded to her.

2 Conversely, the wife filed Registrar's Appeal No 720079 of 2003 ("the Cross Appeal") against the decision of the district judge in awarding her \$300,000 as her share in the matrimonial asset, asking for her share to be increased.

3 When the Appeal and Cross Appeal came up for hearing before me, counsel for the husband withdrew his client's appeal on order (d) in [1] above, as a stay of execution had been granted subsequent to the husband's filing of the Appeal.

4 After hearing the parties, I affirmed the orders under appeal made below in relation to the award of \$300,000 made to the wife, but made the following adjustments:

(a) the wife's share in the property would be 30% of the husband's existing one-third share and if the court in Originating Summons No 554 of 2002 ("the OS") increases the husband's share, then the wife's share shall be 30% of his increased share, based on a valuation of \$5.2m;

(b) the wife's 35% share of the husband's cash assets shall be based on the reduced value of \$2.05m instead of \$3.5m;

(c) order (c) in [1] above to remain save for the adjusted sum;

(d) the husband shall pay the wife an additional sum of \$100,000 as:

(i) reimbursement for the school fees of the two sons incurred in Australia; and

(ii) as his contribution towards the outgoings for five years of the wife's flat at Block 34 Upper Cross Street #17-154 ("the flat") and to reimburse her the rent she incurred for having to move out of the flat for five years;

(e) I made no orders for costs.

5 As for the Cross Appeal, I allowed it only to the extent that the wife's share was increased to 30% and she was awarded an additional \$100,000. I made no orders as to costs.

6 Both counsel wrote in for further arguments on behalf of their respective clients. I acceded to the request. After hearing further arguments, I only varied the previous orders I had made on the Appeal as follows:

(a) the wife's 35% share of the husband's cash assets shall be based on \$2.05m plus interest earned amounting to \$511,714 (between 1995 and 1998) and \$66,454 (for 1999) submitted by the husband in his tax returns to the Inland Revenue Authority of Singapore;

(b) I reduced the sum of \$100,000 to \$30,000 as reimbursement to the wife to cover only rent at \$500 per month for five years;

(c) the sums awarded to the wife were to be paid by 7 December 2002;

(d) for the avoidance of doubt, the wife's share of 30% in the property was based on the husband's one-third interest, unless this finding was varied or reversed on appeal, in which case it would be based on the husband's actual share in the beneficial ownership of the property.

7 Both the husband and the wife are dissatisfied with my orders and have filed notices of appeal in Civil Appeals Nos 126 and 128 of 2004 respectively.

8 Before I set out the facts of the case and the reasons for my decision, I need to refer to the OS proceedings mentioned in [1] above, as the same involved the property and has a bearing on this case.

9 The OS proceedings were commenced by the husband against his younger siblings, viz two sisters (Chia Ee Moey and Chia Cheo Moey) and a brother (Tse Sai Chee). He prayed for declarations that the property as well as another property at 393A Balestier Road were held by his siblings on trust for the estate of their mother Chong Siew Kum ("the mother"). The OS proceedings were converted to a writ by an order of court dated 19 June 2002. It was tried in October 2004 and on 29 November 2004, Andrew Ang JC, *inter alia*:

(a) declared that the husband, Chia Ee Moey and Tse Sai Chee were beneficial owners of the property in equal shares;

(b) ordered the husband to withdraw the caveat he had filed against the property; and

(c) ordered the property to be sold.

The husband has filed a notice of appeal (in Civil Appeal No 120 of 2004) against the above orders.

10 Another set of proceedings which involved the couple was the Suit mentioned in [1] above. The husband was the plaintiff in the Suit whilst the wife and a friend of the wife Chua Lan ("Chua") were the first and the second defendants respectively. The husband claimed the return of \$1m ("the sum") from the wife and Chua. At the conclusion of the trial (which was also before the same district judge), the court held that although the sum was handed over to the wife by the husband as he had asserted, the husband had not proved that he owned the sum beneficially. The sum came from the profits of the family's flag-making business, Hoo Sun Sailmaker ("Hoo Sun"), of which the mother was a partner during her lifetime, together with the husband and the husband's brother, Chia Weng Tuck.

11 Six separate Registrar's Appeals were filed in consequence of the decision of the district judge. I heard all six appeals and dismissed them on 4 January 2005. The husband and the wife have also filed notices of appeal against my decision in Civil Appeals Nos 4 and 5 of 2005 respectively.

12 My decision in the Suit had an impact on the orders made in these proceedings. By reason of order (c) in [1] above, it meant that the husband was obliged to pay the wife another \$1m as her share of the matrimonial assets. The decision of Andrew Ang JC in the OS proceedings also had an impact on the husband. By reason of order (b) which I made (see [4] above), the husband would have to pay the wife 30% from his one-third share of the sale proceeds when the property is sold.

The facts

13 In the court below, the husband had argued that the property (which was purchased in 1963) formed part of the estate of the mother and he received an interest in it as an inheritance when she passed away on 5 April 1996. He had then contended that the property was not a matrimonial home and did not fall under the definition of a matrimonial asset.

14 The wife, on the other hand, argued that the property was both a matrimonial home and a matrimonial asset. The couple had lived at the property after their marriage on 27 November 1978 until 1996 for a period of 18 years with their sons, who were born on 29 September 1979 and 21 September 1984. The couple lived at the property together with the families of the husband's twin brothers, Tse Ng Chee and Tse Sai Chee. On 29 March 1996, the couple moved out of the property and moved into the flat.

15 The district judge had observed that both parties had made statements as to the status of the property as a matrimonial home in their affidavits that contradicted the position they took at the hearing, particularly in relation to the sum claimed in the Suit. The court held that the property came within the definition of a "matrimonial asset" under s 112(10) of the Women's Charter (Cap 353, 1997 Rev Ed) ("the Act"). The subsection states:

For the purposes of this section, "matrimonial asset" means —

(a) any asset acquired before the marriage by one party or both parties to the marriage —

(i) ordinarily used or enjoyed by both parties or one or more of their children while the parties are residing together for shelter or transportation or for household, education, recreational, social or aesthetic purposes; or

(ii) which has been substantially improved during the marriage by the other party or both parties to the marriage; and

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

16 I should point out that in denying the wife any claim to the property, the husband relied on the exclusionary provision in the above subsection, contending it was his inheritance from the mother. However, the court below found that the property was purchased for \$70,000 using funds from Hoo Sun, and the registered owners were the husband and his twin brothers. In any case, JC Ang's decision in the OS proceedings effectively demolished the husband's argument.

17 As for the flat, it was purchased in the name of the wife in September 1995 at the price of \$170,000. The court below found there was no dispute that the wife had paid for the flat as well as the initial renovations totalling \$30,000. Her total outlay was therefore \$200,000, in addition to which the wife had committed herself to paying \$11,344 for upgrading costs spread over ten years, with effect from December 2000.

18 The district judge went on to find that the husband had given the wife \$100,000 in November 1996 by way of a cash cheque, as his contribution towards the purchase. The wife had pointed out

that the husband's alleged contribution came a year after her purchase of the flat. However, the district judge noted that the wife failed to inform the husband of her purchase of the flat until after the event. The wife had explained that she did not consult him (which the husband confirmed) at the time of her purchase as she knew that his family would object. Hence, the court below accepted that the wife's non-disclosure was the reason for the husband's late contribution of \$100,000 towards the purchase of the flat. The court then held that both parties had contributed equally towards the purchase. The husband and the sons lived at the flat until the hearing of the ancillary matters, while the wife moved out in April 1998.

19 The district judge noted that in the Suit, the wife supported Chua's stand that the husband did not own the \$1m he claimed and that the money belonged to Chua. In the affidavits that she filed for the ancillary proceedings, however, the wife claimed the money belonged to the husband.

20 The husband, on the other hand, asserted (when cross-examined below) that the sum did not constitute a matrimonial asset because the same had been given to him by the mother, when she also sold to him the business of Hoo Sun in 1986. In his affidavit of means filed pursuant to r 40(1) of the Women's Charter (Matrimonial Proceedings) Rules (Cap 353, R 4, 1998 Rev Ed), however, he deposed that he had assets of about \$3.6m, all of which he had accumulated from his hard work as a shipyard and shipowners' contractor for about 40 years and most of which were placed in fixed deposits in Singapore and elsewhere. The husband had included the sum in his figure of \$3.6m. The district judge added \$15,000 to the husband's assets, that being the value of his shares. The wife had jewellery of similar value.

21 The husband had deposed in his third affidavit filed for the ancillary matters, that he had expended approximately \$400,000 in legal fees in relation to the Suit and another \$10,000 in legal fees for the OS proceedings. He claimed his assets had dwindled to \$1.7m by the time of the hearing in the court below.

22 The district judge did not accept the husband's figure of \$1.7m as the value of his assets, because she could not trace how he had arrived at the figure. Even so, she reduced his original figure of \$3.6m to \$3.25m on the basis that the husband was entitled to the same allowance for living expenses as had been given to the wife, viz \$250,000.

23 In the hearing below, the wife had produced bank statements that showed that in December 1999, her savings were \$129,000 and in March 2000, the sum was reduced to \$1,300. The wife claimed to have incurred legal costs and living expenses. The husband paid her maintenance of \$1,000 per month since November 1998 only after she had applied to court. The wife did not work between May 1996 and January 2001, for which period the court below accepted that she used her savings for her living expenses. The court also accepted that the wife would have incurred legal costs for the divorce and ancillary proceedings as well as for defending the Suit.

24 The court went on to consider the wife's contribution in kind. It was noted that the wife worked as a conveyancing clerk from 1976 to May 1997. She also assisted the husband in his family business of Hoo Sun commencing two years prior to the marriage until 1993-1994. Between 1986 and 1996, the wife also did part-time work, both in the mornings (between 7.00am and 9.00am), before her full-time employment as a conveyancing clerk, and after 5.00pm (until 9.00pm-10.00pm or even 11.00pm at times). Besides her part-time job, she would go to Hoo Sun's premises (even on weekends) to type bills for her mother-in-law, sometimes until midnight. (In her affidavit of means, the wife had described the mother as a domineering and hard woman, who even disowned one of her twin sons). The court below found the wife had also helped to clean the business premises of Hoo

Sun, that she cooked for the husband's extended family at the shop with the assistance of her sister-in-law, Chia Cheo Moey, as well as washed the clothes of the husband's brother and uncle (who helped to run the business after the demise of the husband's father).

25 In relation to the property, the wife contended that she painted the house once and helped to keep the entire place clean and tidy. She did the household chores including washing and cooking for her family. The husband conceded that in the early days of the marriage, the wife had borne some of the family's expenses when the sons were young and he was not earning much. I noted from the cross-examination of the wife below, that when the sons were young and the wife was working full-time, the mother arranged for a relative to look after the sons, but the wife paid the fees of \$100–\$110 per month.

26 The district judge was not convinced that the husband had made any direct contribution towards the purchase of the property. She believed that the purchase price had come from Hoo Sun's profits, which was then being operated by the mother. As the husband had commenced working in 1959, he could not have accumulated enough savings in four years to purchase the property in 1963.

27 The district judge was of the view that the husband's cash assets of \$3.25m would have been earned over the years during the marriage. That surmise would not be incorrect since the parties had been married for 20 years by the time the wife filed her divorce petition in May 1998. Consequently, the district judge decided that the wife should be awarded a greater share (35%) of the cash assets as compared with the property (15%).

28 The court below gave the wife \$1.5m as her share of the matrimonial assets based on the following computation:

- (a) the property – one-third of \$5.2m = \$1.73m x 15% = \$260,000;
- (b) cash – \$3.25m x 35% = \$1,137,500; and
- (c) the flat – \$200,000 x 50% = \$100,000.

29 As the wife had expressed an interest in retaining the flat, the court granted her request. A deduction of the flat's value of \$200,000 was therefore made from the wife's award of \$1.5m, which was thereby reduced to \$1.3m. Taking into account that the husband would have to pay the wife \$1m if he failed in his appeal on my decision in the Suit, the sum was also deducted from the above computation to leave a net amount of \$300,000 payable to the wife.

30 On costs, the court below noted that the wife's divorce petition was based on the husband's unreasonable behaviour. The wife was therefore entitled to costs for the divorce proceedings. The district judge held that the costs of ancillary matters should follow the divorce proceedings. Consequently, costs were awarded to the wife. In arriving at the figure of \$25,000, the court took into consideration three factors: firstly, the hearing on ancillary matters took three days, including two days for cross-examination of the parties; secondly, two sets of submissions were submitted by the wife and three sets were tendered by the husband; and finally, the assets involved were in excess of \$5m of which the wife was eventually awarded \$1.5m.

The decision

31 The hearing on ancillary matters in this case was unusual in that the parties were cross-

examined. The district judge therefore not only took into consideration the affidavits of means filed by the husband and wife but had the benefit of assessing their oral testimony and demeanour when they were in the witness box. Whilst hearing the Registrar's Appeals, which operate by way of rehearings, it was not my function, as an appellate court, to disagree with the findings and assessment made by the court below on the evidence, unless the district judge had erred. I did not think the district judge had erred.

32 I was equally mindful of the Court of Appeal's ruling in *Lim Choon Lai v Chew Kim Heng* [2001] 3 SLR 225 ("*Lim Choon Lai's* case") that in determining a just and equitable division of matrimonial assets under s 112(1) of the Act, the court should adopt a "broad brush" approach. The Court of Appeal's judgment, delivered by L P Thean JA, *inter alia*, held (at [14] and [15]):

Where financial contributions are concerned, the court must, of course, take into account the sums contributed by each party; these are the matters specifically mentioned in paras (a) and (b) of s 112(2). However, this does not mean that the court should engage in a meticulous investigation and take an account of every minute sum each party has paid or incurred in the acquisition of the matrimonial assets and/or discharge of any obligation for the benefit of any member of the family, and then make exact calculations of each party's contributions. The court must necessarily take a broader view than that. ...

It is true that a division of matrimonial assets under s 112(1) of the Women's Charter is not an exact science, and that each judge would have his own view in a particular case as to what is a just and equitable division. It all depends on the facts of the case before him.

33 It would be appropriate at this juncture to set out the provisions of ss 112(1) and 112(2) of the Act; the subsections state:

(1) The court shall have power, when granting or subsequent to the grant of a decree of divorce, judicial separation or nullity of marriage, to order the division between the parties of any matrimonial asset or the sale of any such asset and the division between the parties of the proceeds of the sale of any such asset in such proportions as the court thinks just and equitable.

(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

(a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;

(b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;

(c) the needs of the children (if any) of the marriage;

(d) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family or any aged or infirm relative or dependant of either party;

(e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;

(f) any period of rent-free occupation or other benefit enjoyed by one party in

the matrimonial home to the exclusion of the other party;

(g) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and

(h) the matters referred to in section 114 (1) so far as they are relevant.

34 As was said by the appellate court in *Lim Choon Lai's* case, a just and equitable division of matrimonial assets in every case must necessarily turn on its facts. Consequently, whilst guidance can be sought from precedents, it serves no useful purpose for counsel for one party to rely on certain cases for the submission that the court should apply the same division, or for counsel for the other party to make the opposite submission.

35 It was my view that the district judge had correctly applied s 112(10) of the Act (see [15] above) when she held that the property was a matrimonial asset. In the submissions tendered by counsel for the husband, counsel belittled her contribution by repeatedly stating that the wife only had one room to look after at the property, she worked long hours but kept her own earnings (which explained why she was able to accumulate savings of \$250,000), the children were not close to her and, if she had been more of a mother to them, they would not be the derelicts they turned out to be.

36 Counsel's submission completely ignored the oral and written evidence adduced at the hearing below and the findings made by the district judge. In the wife's Affidavit of Evidence-in-Chief filed on 15 December 1999, she had deposed that while her family lived at the property, none of the husband's two siblings nor their wives were prepared to do any housekeeping. As the eldest daughter-in-law, the unenviable task fell upon her; she mopped and scrubbed the floors every week, cleaned the windows and the exterior of the house using a ladder at least two to three times a year and cleaned the walls of the living room at least twice a year. In addition, she had to do the laundry, ironing, marketing and cooking for her family on weekends. On weekdays she helped to cook at Hoo Sun for the husband's two sisters, his brothers, his uncle, the mother and her own family. Even then, the wife deposed she had to pay the mother \$300 per month for her family's marketing. Her requests to the husband to employ a maid were rejected as being a waste of money. The court below found she had even painted the property (from living room to kitchen lasting a month) once.

37 The submission of counsel for the husband ignored the husband's Affidavit of Evidence-in-Chief filed on 16 December 2004 where he deposed in para 14:

During the Petitioner's stay at the said house, she did the mopping and cleaning of the house. She also attended to the needs of my late mother and my siblings. The Petitioner, out of her own free will, would help in washing the clothes of my mother and siblings. The Petitioner stopped all these chores about five years ago when she had a dispute with my sister. Further, the petitioner used to help clean my office whenever she came there.

By his own admission, the husband said the wife mopped and cleaned the property for 21 years (1978 to 1999). It therefore did not lie in his mouth to do a *volte-face* when it suited his purpose.

38 The wife had also deposed that because of the alleged claim by the mother that the husband was only earning \$300 a month from Hoo Sun, she was told that she had to continue working to support the family. When she married the husband, she was earning \$1,200 as a conveyancing clerk. I

noted too that in para 4(f) of his Amended Answer filed on 22 October 1999, the husband agreed that the wife had been very hardworking throughout their marriage and that she worked both full-time and part-time. Yet the husband used this factor against her when it suited his purpose to do so.

39 In the divorce proceedings below, the sons had affirmed an affidavit confirming that the wife was their principal caregiver. It was grossly unfair of the husband's counsel to blame the wife for the manner in which the sons had turned out. There was no evidence to support the accusation. The sons did not complete their studies in Australia due to the divorce proceedings. At the very least, therefore, both parties should share the blame for the adverse effect that the breakdown in their marriage had on the sons.

39 It was my view that the guidelines in s 112 (2)(a) and (d) had been applied by the court below in determining the wife's share of the matrimonial assets, using the "broad brush" approach. However, giving the wife a 15% share of the husband's one-third share of the property appeared to me to be on the low side, taking into consideration the length of the marriage, the wife's contributions in the early years of marriage in supporting the family, her contributions as a mother and caregiver, as well as her direct contribution (between 1978 and 1999) in cleaning and maintaining the property. Consequently, I increased her share to 30%.

40 The court below found that in 1989, there were savings of \$1.45m in the names of the husband, his sister and the mother. The mother ran Hoo Sun between 1949 and 1986. In 1986 the mother handed the business to the husband to take charge. By 1996, the savings of \$1.45m had grown to \$3.5m. Adopting a broad brush approach, therefore, taking into consideration the fact that the husband's assets of \$3.5m should be discounted because they included the savings of \$1.45m jointly owned by the mother and the husband's sister, and that the husband was entitled to a deduction for living expenses, I reduced the husband's assets to \$2.05m for the purposes of division, since such an exercise is not an exact science.

41 The wife had deposed in her affidavit of means that she had been compelled to leave the flat on 21 April 1998 because the husband who moved in on 5 April 1998 had refused to move out, despite her serving him a notice to quit dated 30 April 1998. He had also made unreasonable sexual demands on her. The wife consequently went to stay with relatives paying \$500 per month as rent. I was of the view that the husband should reimburse the wife for the rent she paid when she lived outside while he occupied the flat rent-free, albeit paying the utilities. The sum of \$30,000 (\$500 x 12 months x 5 years) was not an arbitrary figure. The wife had moved out of the flat on 21 April 1998; the court's decision on ancillary matters was only delivered on 1 August 2003; thus there was an interval of more than five years. I took into account the fact that the husband started paying the wife maintenance of \$1,000 only in November 1998 after she had applied to court. She was also unemployed between May 1996 and January 2001. The court below found she had to rely on her savings to make ends meet. I rejected the contention of counsel for the husband that the wife had produced no evidence of her payment of rent at \$500 per month. She had deposed this figure in her affidavit of means and the husband had failed to challenge her claim in the court below.

42 At the further hearing on 16 November 2004, counsel for the husband pointed out that the wife should not have been compensated \$100,000 for the educational expenses of the sons since she had not asked for it in the Cross Appeal. Moreover, the husband had provided moneys to the wife for the sons' education by way of interest earned in Australia on the disputed \$1m when the sons went to Australia in September 1996. Consequently, I reduced the reimbursement figure to \$30,000.

43 However, I increased the husband's assets for the purposes of division to take into account

the interest he had earned between 1995 and 1999, which he had included in his income tax returns. Regardless of whether the husband did or did not own the principal amounts beneficially and notwithstanding the fact that \$1m of his assets was the subject of appeal in Civil Appeals No 4 and 5 of 2005, the fact remained that he had treated the interest earned thereon as his own. Accordingly, his interest income (exceeding \$500,000) should be added to his assets for the purposes of division and the wife was entitled to 35% thereof.

Conclusion

44 In summary, the wife would receive the following sums based on the orders I had made:

| | | |
|-------|---|-------------------|
| (a) | one-third share of the property based on the agreed valuation of \$5.2m | = \$1.73m |
| (b) | 30% x \$1.73m | = \$519,000 |
| (c) | 35% x \$2,628,168 cash assets | = \$919,858.80 |
| (d) | 50% of the flat valued at \$200,000 | = \$100,000 |
| Total | | = \$1,538,858.80, |
| | which based on total assets of \$4,558,168 | = 33.76% |

The net figure of \$1,338,858.80, which is from the total of \$1,538,858.80 (including the disputed sum in the Suit) less the value of the flat (\$200,000), was slightly higher than the award made by the court below of \$1,300,000. The wife has appealed against my decision on the basis that she is entitled to a higher percentage than the overall 33.76% I awarded her. Conversely, the husband's appeal is premised on my award being excessive, particularly in relation to the property.

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