

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

[2023] SGHC 283

Originating Claim No 385 of 2022

Between

Ang Hua Heng
Ang Hua Siong

... Claimants

And

Ang Hwa Khong Daniel

... Defendant

JUDGMENT

[Deeds and Other Instruments — Deeds — Execution — Formalities]
[Trusts — Express trusts]
[Trusts — Resulting trusts]

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**Ang Hua Heng and another
v
Ang Hwa Khong Daniel**

[2023] SGHC 283

General Division of the High Court — Originating Claim No 385 of 2022
Hri Kumar Nair J
19–21, 28 September 2023

13 October 2023

Judgment reserved.

Hri Kumar Nair J:

Introduction

1 Mr Ang Choon Hiong (“Mr Ang”) is described by some of his children as being a “rag and bone man” of little means.¹ But he was, as the evidence showed, an enterprising and tenacious businessman, who raised 11 children despite his humble circumstances.

2 Mr Ang passed away on 27 January 2021.² This action was brought by his sons, Ang Hua Heng (“Hua Heng”) and Ang Hua Siong (“Hua Siong”), in their capacity as administrators of Mr Ang’s estate (“the Estate”).³ It concerns

¹ Affidavit of Evidence-in-Chief (“AEIC”) of Ang Hwa Khong Daniel (9 Jun 2023) (“DA-1”) at para 14.

² DA-1 at para 6.

³ AEIC of Ang Hua Heng (13 Jun 2023) (“HH-1”) at para 29.

the ownership of a property at No 15 Jalan Bunga Rampai (“the Property”). The Property was purchased in or about late 1980 in the names of Hua Heng and another son, the defendant, Ang Hwa Khong Daniel (“Daniel”).⁴ The Estate claims that the Property is beneficially owned by Mr Ang, while Daniel claims that he is its sole beneficial owner.

Facts

3 In 1980, Mr Ang, Daniel and Hua Heng were 58, 24 and 22 years old respectively.⁵ It is undisputed that Daniel was the one who chanced upon the opportunity to purchase the Property. He was acquainted with its owner, one Mr Lim Boon Eng (“Mr Lim”).⁶ Mr Lim was facing financial difficulties and offered to sell the Property.⁷ As a condition of the sale, Mr Lim asked to reside as a tenant at the Property for a period of two years after the sale.⁸ The Property was purchased using a combination of a loan, cash and a set-off against the rental payable by Mr Lim.⁹

4 In 1985, a deed of trust (“the Deed of Trust”) was signed by Hua Heng and Daniel.¹⁰ It recorded that the purchase price of the Property was paid by Mr Ang and that Hua Heng and Daniel were holding the Property on trust for Mr Ang.¹¹ The circumstances surrounding the execution of this Deed are disputed.

⁴ HH-1 at para 4.

⁵ DA-1 at para 14.

⁶ DA-1 at paras 9 and 15.

⁷ DA-1 at para 17.

⁸ DA-1 at para 17.

⁹ HH-1 at para 5; DA-1 at para 21(a), pp 69–71.

¹⁰ HH-1 at para 12–13.

¹¹ DA-1 at pp 97–98.

5 The Property was rented out to various tenants for a number of years from the time it was purchased.¹² In 1992, Mr Ang and his wife, Mdm Ng King Sang (“Mdm Ng”), moved into the Property and resided there until their passing in 2021 and 2019 respectively.¹³ Some of their children lived in the Property with them for different periods of time.¹⁴ At the time of the trial, only Daniel lived at the Property.

6 Mr Ang bequeathed the Property to six of his children, including Hua Heng but excluding Daniel, in his will dated 31 July 2020 (“the Will”).¹⁵

The parties’ cases

7 According to the claimants, the Property was purchased by Mr Ang but placed in the names of Hua Heng and Daniel on trust for him.¹⁶ This trust arrangement was later formalised when Hua Heng and Daniel executed the Deed of Trust.¹⁷ In the alternative, the claimants argued that a resulting trust applies in favour of Mr Ang since he paid for the Property.¹⁸

8 Daniel filed a counterclaim seeking, *inter alia*, a declaration that he is the sole beneficial owner of the Property, and an order that Hua Heng transfers

¹² DA-1 at para 45.

¹³ DA-1 at para 6, 45.

¹⁴ HH-1 at para 28.

¹⁵ HH-1 at p 171.

¹⁶ Statement of Claim (Amendment No 1) (20 Sep 2023) (“SOC”) at paras 4–6.

¹⁷ SOC at para 7; HH-1 at paras 1–13, pp 165–168.

¹⁸ SOC at para 8a.

his half legal interest in the Property to him.¹⁹ He claimed that the Property was purchased entirely with his moneys.²⁰ In this regard, Daniel submitted that:

(a) the Deed of Trust is invalid and unenforceable because it failed to satisfy certain formality requirements;²¹ alternatively, that it is a “sham” in that it was executed on Mr Ang’s instructions to enjoy “some advantages and/or savings relating to tax purposes” and “for the purpose of misleading third parties”;²²

(b) there is a “common intention constructive trust” over the Property in favour of Daniel, since it was Mr Ang’s and the parties’ intention that Daniel would be the beneficial owner of the Property;²³

(c) alternatively, there is a “purchase price resulting trust” over the Property in favour of Daniel since Daniel paid the entirety of the purchase price for the Property.²⁴

9 Daniel also pleaded initially that the presumption of advancement applies in favour of Hua Heng and him in the event it is found that Mr Ang had paid for the Property, but he amended his pleadings at trial to remove that claim.²⁵

¹⁹ Defence and Counterclaim (Amendment No 1) (21 Sep 2023) (“Defence & Counterclaim”) at para 18.

²⁰ Defence & Counterclaim at para 6.

²¹ Defendant’s Closing Submissions (27 Sep 2023) (“DCS”) at paras 4–5; Defence & Counterclaim at paras 12(a) and 18.

²² DCS at para 41; Defence & Counterclaim at paras 12b and 18.

²³ DCS at para 44; Defence & Counterclaim at paras 4 and 18.

²⁴ DCS at para 80; Defence & Counterclaim at paras 6 and 18.

²⁵ Defence & Counterclaim at para 7.

10 The parties’ evidence and arguments were largely focused on the Deed of Trust. I first examine the circumstances in which the Deed of Trust was executed, its effect on the beneficial interest in the Property and Daniel’s case that it was a sham. I will thereafter deal with the other facts and circumstances surrounding the purchase of the Property and its ownership.

My decision

The Deed of Trust

11 The terms of the Deed of Trust are unambiguous. Materially,²⁶

(a) it records that the purchase price for the Property, including all instalments and legal costs and disbursements, were paid by Mr Ang; and

(b) it names Daniel and Hua Heng as “the Trustees” and Mr Ang as “the Beneficiary”, before going on to state that the Trustees declare that they are holding the Property “in [*sic*] trust for the Beneficiary” and that the Trustees “will at the request and costs of the Beneficiary convey [the Property] to the Beneficiary or to such person or persons at such time and in such manner or otherwise deal with the same as the Beneficiary shall direct and appoint”.

The circumstances in which the Deed of Trust was executed

12 It is undisputed that Mr Ang engaged a solicitor, Mr Loo Choon Beng (“Mr Loo”) of M/s Loo & Loo, to prepare the Deed of Trust and that it was

²⁶ DA-1 at pp 97–98.

signed by Hua Heng and Daniel.²⁷ On the face of the Deed of Trust, their signatures were witnessed by Mr Loo, but this is in dispute.

13 Hua Heng testified that Mr Ang had driven Daniel and him to the offices of M/s Loo & Loo at Colombo Court, where Mr Loo explained the terms of the Deed of Trust to them before they executed the same.²⁸ During cross-examination, Hua Heng clarified that he had visited M/s Loo & Loo's offices twice – the first to sign the mortgage for the purchase of the Property (in 1980), and the second to sign the Deed of Trust (in 1985). He clarified that the first visit was at Colombo Court but was unsure about the location of the office where the Deed of Trust was signed.²⁹

14 Daniel's account was different. He claimed that sometime before 15 March 1985, Mr Ang told him that he had prepared a document for his signature, and asked Daniel to "travel to" Mr Ang's home at 28 Mangis Road to sign it.³⁰ He said that Mr Ang told him that the document – the Deed of Trust – would confer "some advantages and/or savings relating to tax purposes received from the tax authorities" and that it would be necessary for the Deed of Trust to state that Mr Ang was the true owner of the Property.³¹ He claimed that he was alone at 28 Mangis Road when he signed the Deed of Trust, his signature was not witnessed by Mr Loo, and no one explained the terms to him.³² Finally, he stated that the two red stickers placed to the right of Hua Heng's and

²⁷ HH-1 at paras 11–12.

²⁸ HH-1 at para 14.

²⁹ Transcript (19 Sep 2023) at p 51 line 16–p 52 line 10.

³⁰ DA-1 at para 31.

³¹ DA-1 at para 31.

³² DA-1 at para 32.

his signatures were not there when he signed the Deed of Trust, and that they were affixed later by someone else, after which the Deed of Trust was returned to Mr Ang.³³

15 There is no independent, contemporaneous, or documentary evidence on the circumstances in which the Deed of Trust was executed, and the issue turns on the credibility of Hua Heng and Daniel. There are no other witnesses as both Mr Ang and Mr Loo have passed on.³⁴

16 Overall, I preferred the evidence of Hua Heng. He offered clear and direct evidence of why the Deed of Trust was drawn up. He testified that he had suggested it to Mr Ang as he wanted to formalise the trust arrangement.³⁵ This evidence was not challenged. Indeed, Daniel's evidence was that he believed the Deed of Trust was not Mr Ang's idea, but someone else's.³⁶ Further, by executing the Deed of Trust and acknowledging that he held his half share in the Property on trust for Mr Ang, Hua Heng was acting against his personal interests. This was well before Mr Ang drew up the Will giving Hua Heng (only) a one-seventh share in the Property.

17 Counsel for Daniel focused on Hua Heng's evidence on the location where the Deed of Trust was executed.³⁷ In this regard, it was highlighted in cross-examination that in a letter dated 10 April 1985, the Inland Revenue Department's ("IRD") Stamp Duty Branch had written to M/s Loo & Loo at

³³ DA-1 at para 33.

³⁴ DA-1 at para 34.

³⁵ HH-1 at para 11.

³⁶ Transcript (20 Sep 2023) at p 38 lines 17–26.

³⁷ DCS at paras 15–19.

114 Anson Road, #17-00 Tunas Building, and not Colombo Court.³⁸ It was therefore suggested to Hua Heng that he had made up his evidence about signing the Deed of Trust at Colombo Court.³⁹ I did not place much weight on this:

- (a) there was no dispute that M/s Loo & Loo’s offices were once at Colombo Court. The IRD letter was sent in April 1985, a month *after* the Deed of Trust was executed. Counsel for Daniel informed me that there was no evidence as to M/s Loo & Loo’s address as at March 1985;⁴⁰
- (b) Hua Heng had clarified, before the IRD letter was brought to his attention, that he was unsure of the location of M/s Loo & Loo’s office where he signed the Deed of Trust (see [13] above).⁴¹ It was therefore not the case that he had changed his evidence only after he was confronted with the IRD letter; and
- (c) as the event took place almost 30 years ago, it is not unreasonable that parties would suffer some confusion and memory lapses with respect to such details.

18 In contrast, Daniel’s evidence as to why he signed the Deed of Trust was incoherent, inconsistent and at times, contrived. He initially claimed that Mr Ang’s intention in drawing up the Deed of Trust was to deceive the tax authorities that he (Mr Ang) was the true owner of the Property. In this regard, Daniel pleaded that Hua Heng and he “entered into the Deed of Trust for the purpose of misleading third parties to believe that the Deed of Trust was to be

³⁸ Transcript (19 Sep 2023) at p 54 lines 7–13; Agreed Bundle of Documents (“AB”) Vol 2 at p 317.

³⁹ Transcript (19 Sep 2023) at p 58 lines 1–23.

⁴⁰ Transcript (19 Sep 2023) at p 55 lines 2–13.

⁴¹ Transcript (19 Sep 2023) at p 51 line 20–p 52 line 10.

effective, when [they] had no intention for the Deed of Trust to be effective, i.e. to create the alleged trust in favour of [Mr Ang]”.⁴² In his affidavit of evidence-in-chief (“AEIC”), Daniel stated that he believed Mr Ang’s intention was to draw up the Deed of Trust “so that *at some point in time*, he could *eventually apply* for owner-occupied concessionary tax rates on the Property” [emphasis added].⁴³ He also referred in his AEIC to the fact that the Government had introduced such tax concessions in 1977.⁴⁴ He claimed that Mr Ang disliked the tax authorities and “would try all means possible to reduce his taxes”.⁴⁵ But all these assertions quickly fell apart.

19 First, it turned out that Daniel’s evidence was pure speculation. In cross-examination, he testified that while Mr Ang had told him that the Deed of Trust would give property tax advantages, Mr Ang did not explain what these were. Nor could Daniel even explain how tax could be saved using the Deed of Trust.⁴⁶ Daniel’s assertion that the Deed of Trust was intended to be used to deceive the tax authorities and enjoy owner-occupied concessionary tax rates was therefore contrived to support his case that it was a sham.

20 Second, the purported reason did not make sense. It was *not* Daniel’s evidence that Mr Ang had expressed an intention in 1985 to move into the Property in the future. Indeed, the Property was rented out to various tenants from 1980 to 1992, and Mr Ang only moved into the Property some seven years

⁴² Defence & Counterclaim at para 12(b)(3).

⁴³ DA-1 at para 38.

⁴⁴ DA-1 at para 36.

⁴⁵ DA-1 at para 35.

⁴⁶ Transcript (20 Sep 2023) at p 38 line 1–p 39 line 9.

later in 1992.⁴⁷ In 1985, Mr Ang and his family were renting 28 Mangis Road.⁴⁸ They only moved out in or around mid-1989 when 28 Mangis Road was acquired.⁴⁹ The family then lived elsewhere and eventually moved into the Property in 1992.⁵⁰ There was no reason in 1985 for Mr Ang to have contemplated moving into the Property, and there is no evidence that this was even discussed.

21 Third, even after moving into the Property in 1992, Mr Ang only claimed for owner-occupied concessionary tax rates some nine years later in 2001.⁵¹ Daniel claimed that Mr Ang did not try to obtain these concessionary tax rates before 2001 because Mr Ang “owned other properties in his name where he enjoyed the concession, so he was not eligible for it in relation to the Property”.⁵² Daniel attempted to show this by relying on correspondence referred to in his AEIC between Mr Ang and the Inland Revenue Authority of Singapore (“IRAS”) with respect to the only (other) property Mr Ang owned in 1992, which was No [xx] Lorong 27 Geylang (“Lorong 27”).⁵³ But the correspondence did not support that assertion as it related only to the *valuation* of Lorong 27, and did not mention concessionary tax rates.⁵⁴ Furthermore, Lorong 27 was sold to Hua Heng in 1993.⁵⁵ Hence, from 1993 to 2001, Mr Ang

⁴⁷ DA-1 at para 45.

⁴⁸ Transcript (19 Sep 2023) at p 36 lines 4–13.

⁴⁹ Transcript (20 Sep 2023) at p 97 line 26–p 98 line 10; DCS at para 56; AB (Vol 3) at p 899.

⁵⁰ Transcript (20 Sep 2023) at p 67 lines 7–18; p 98 lines 8–10.

⁵¹ DA-1 at paras 46–47.

⁵² DA-1 at para 47.

⁵³ DA-1 at para 47, pp 134–135; AB (Vol 3) at p 899.

⁵⁴ DA-1 at pp 134–135.

⁵⁵ AB (Vol 3) at pp 895–899.

did not own any other properties in his name to support Daniel's explanation for why he did not apply for owner-occupied concessionary tax rates in respect of the Property earlier. This long delay in Mr Ang's application is inconsistent with Daniel's claim that Mr Ang wanted the Deed of Trust to be executed in anticipation of obtaining tax savings when he moved into the Property.

22 Fourth, Daniel's claim that the Deed of Trust was executed "for the purpose of misleading third parties" is not supported by the contemporaneous documents which he produced. M/s Loo & Loo submitted the Deed of Trust for stamping soon after it was executed. This is evidenced by the letter from IRD to M/s Loo & Loo (see [17] above), wherein IRD questioned the delay of four years in executing the Deed of Trust after the purchase of the Property and asked for evidence that Mr Ang had paid for the Property.⁵⁶ Unfortunately, the response from M/s Loo & Loo was not produced,⁵⁷ but it is undisputed that the Deed of Trust was eventually stamped. There was therefore nothing suspicious or untoward about the Deed of Trust in IRD's view. More importantly, there is no evidence that Mr Ang sought to rely on the Deed of Trust to obtain tax savings in respect of the Property prior to 2001 (whether based on owner-occupation or any other ground), or that the Deed of Trust was used to obtain a benefit in any other way or that it was used to mislead anyone.

23 I add that Daniel's own case, on its face, suggests that Mr Ang considered the Property to be his – that would explain Mr Ang's concern with paying less tax on the Property and Daniel's (apparent) indifference to the issue. This contrast in their respective attitudes is especially evident in respect of Mr Ang's eventual application in 2001 to obtain concessionary tax rates for the

⁵⁶ AB Vol 2 at p 317.

⁵⁷ Transcript (20 Sep 2023) at p 37 lines 1–2.

Property, which Daniel was unaware of until after Mr Ang's passing (see below at [79]–[80]).

24 I also note that Daniel's assertion that he was asked by Mr Ang to "travel to" 28 Mangis Road to execute the Deed of Trust was odd given that he agreed during cross-examination that he was living there at the time.⁵⁸ However, I place little weight on this given the passage of time since the incident.

25 I add for completeness that my acceptance of Hua Heng's evidence, and rejection of Daniel's, is also based on my assessment of their credibility on the other factual issues detailed below.

Breach of formalities

26 For a deed to be enforceable at common law, it must be signed, sealed and delivered: *Lim Zhipeng v Seow Suat Thin and another matter* [2020] 2 SLR 1151 ("*Lim Zhipeng*") at [27]. Counsel for Daniel disputed only the sealing requirement, arguing that the Deed of Trust was unenforceable for breach of formalities. This argument proceeded on two limbs:

- (a) First, on Daniel's account, his execution of the Deed of Trust was not witnessed, no one had explained to him the significance of a deed, and there were no physical seals on the document when he executed the same as the two red stickers were only affixed later (see [14] above).⁵⁹

⁵⁸ DA-1 at para 31; Transcript (20 Sep 2023) at p 28 line 26–p 29 line 4.

⁵⁹ DCS at para 26.

(b) Second, on Hua Heng’s account, the sealing requirement was not satisfied because the parties could not have intended the Deed of Trust to be a deed given that Mr Loo did not explain what a deed was.⁶⁰

27 The argument premised on Daniel’s evidence is moot given that I have preferred Hua Heng’s evidence of how the Deed of Trust was executed.

28 I find that on Hua Heng’s account, the sealing requirement was satisfied. I make the following points.

29 First, counsel for Daniel relied on the Court of Appeal decision in *Lim Zhipeng* (at [37]) for the proposition that the sealing requirement is satisfied only if the circumstances show that the parties had intended to execute the document as a deed.⁶¹ He therefore argued that the requirement was not met because Mr Loo did not explain what a deed was, or that the parties were not told they were signing a deed.

30 The argument mis-understands *Lim Zhipeng*. In that case, the debtor, who had borrowed money from the creditor, subsequently asked his mother to act as guarantor for his debt. The debtor’s mother agreed and signed a “Deed of Guarantee” (“the Guarantee”) with the creditor. The debtor later defaulted on his debt, and the creditor sued the debtor’s mother to enforce the Guarantee. It was undisputed that of the requirements that a deed be “signed, sealed and delivered”, the Guarantee was signed and delivered – the only issue was whether the sealing requirement was satisfied *given the absence of a physical seal* affixed to the document: *Lim Zhipeng* at [27]. Thus, it became relevant for the

⁶⁰ DCS at paras 7, 27, 38–39.

⁶¹ DCS at para 27.

court to assess whether the sealing requirement was nonetheless satisfied if parties had intended to execute the document as a deed.

31 It was in that context which the Court of Appeal held at [37] (citing *Cytec Industries Pte Ltd v Asia Pulp & Paper Co Ltd* [2009] 2 SLR(R) 806 at [4]):

37 ... When the requisite intention [to execute a deed] is clear, the courts have held that *the non-affixation of a seal on a deed was of no material consequence* ...

32 Similarly, the Court of Appeal stated at [38] (citing *United Overseas Bank Ltd v Lea Tool and others* [1988] 1 SLR(R) 373 (“*Lea Tool*”) at [23]):

38 ... if a document is executed by a person with the intention of delivering it as his act and deed, *that would be sufficient even if no seal is used* ...

33 Thus, the inquiry into parties’ intentions is necessary where no physical seal is affixed to the document.

34 Where a physical seal is absent, the satisfaction of the sealing requirement still requires “something amounting to sealing ... beyond the fact that the words of the document refer to its having been sealed”: *TCB Ltd v Gray* [1986] Ch 621 at 633, cited in *Lim Zhipeng* at [43]. This is most commonly satisfied by some physical manifestation of a seal which, although not amounting to an actual seal, indicates that the document was to be sealed. In *Re Sarah Jane Sandilands and others* (1871) LR 6 CP 411 (“*Sandilands*”) (cited in *Lim Zhipeng* at [29]–[30]), the sealing requirement was satisfied where the document had pieces of green ribbon attached to the places where the physical seals ought to have been, and there were certificates accompanying the document certifying that it was the makers’ act and deed: *Sandilands* at 413. In *First National Securities Ltd v Jones and another* [1978] Ch 109 (“*First*

National”) (cited in *Lim Zhipeng* at [31]–[34]), the sealing requirement was satisfied notwithstanding the lack of a physical seal since the document bore a signature over an inscribed circle with the letters “L.S.” (*locus sigilli* – “the place of the seal”) which was “intended to serve the purpose of a seal”: *First National* at 227–229.

35 In the present case, on Hua Heng’s account, there is no question that the parties intended to execute a deed and the Deed of Trust was sealed on the date of execution at M/s Loo & Loo’s office. In that regard:

- (a) the Deed of Trust purported to be a “deed”, both on its cover page and in its text proper;⁶²
- (b) Hua Heng and Daniel signed next to the attestation clause which stated “signed sealed and delivered”;⁶³
- (c) the signing of the deed was witnessed by Mr Loo, who signed below the attestation clause;⁶⁴
- (d) Mr Loo explained to Hua Heng and Daniel the terms of the Deed of Trust, emphasising that they would hold the Property as trustees for Mr Ang, the beneficiary;⁶⁵ and
- (e) physical seals were placed on the Deed of Trust.⁶⁶

⁶² DA-1 at pp 97–98.

⁶³ DA-1 at p 99.

⁶⁴ DA-1 at p 99.

⁶⁵ HH-1 at para 14; Transcript (19 Sep 2023) at p 56 lines 11–15, p 56 line 27–p 57 line 2, p 57 lines 27–28.

⁶⁶ DA-1 at p 99.

36 I reject counsel for Daniel’s argument that in order for parties to have known and intended the Deed of Trust to be a deed, Mr Loo must have explained to them (a) what a deed was; (b) what the sealing requirement involved; and (c) what the difference between a deed and a contract was.⁶⁷ That places far too onerous a requirement on the execution of deeds, and no authority was cited to support this proposition.

37 In the circumstances, it would be difficult to find a clearer example of a situation where parties intended to execute a document as a deed. Further explanation of the technicalities of a deed and the sealing requirement was not necessary, and absence of the same certainly does not indicate that parties did not intend to execute the Deed of Trust as a deed.

38 Hence, I find that all the formalities of the Deed of Trust were met and that it is an enforceable instrument. Thus, the beneficial interest in the Property belongs to Mr Ang.

The Deed of Trust also evidences an express trust in favour of Mr Ang

39 Independent of its enforceability as a deed, the Deed of Trust also evidences an express trust over the Property in favour of Mr Ang. The Deed of Trust recorded that Mr Ang had paid the entirety of the purchase price for the Property and stated that “the Trustees [*ie*, Hua Heng and Daniel] hereby declares [*sic*] that they are *holding* the [Property] in trust [*sic*] for the Beneficiary [*ie*, Mr Ang]” [emphasis added].⁶⁸ Hence, the Deed of Trust did not record a *transfer* of an interest in property, but simply recorded a trust arrangement that was *already in place*. This reading is consistent with Hua Heng’s evidence that the Deed of

⁶⁷ DCS at para 39.

⁶⁸ DA-1 at p 98.

Trust was merely meant to “formalize” an arrangement that was already in place.⁶⁹

40 Thus, I find that there was an express trust over the Property in favour of Mr Ang from the time of purchase in 1980. In this regard, while there must be clear evidence of an intention to create a trust, no particular form of expression is necessary to prove such intention, which may be inferred from the alleged settlor’s words and conduct, as well as from the surrounding circumstances and the interpretation of any agreements that might have been entered into: *Guy Neale and others v Nine Squares Pty Ltd* [2015] 1 SLR 1097 at [52] and [58]. Based on the facts noted above at [39], there is clear evidence that at the time of purchase, the parties intended to create a trust over the Property in favour of Mr Ang.

41 The true effect of the Deed of Trust is therefore to evidence the existence of this express trust, such as to satisfy the requirement under s 7 of the Statute of Frauds 1677 (c 3) (UK) (“the Statute of Frauds”) that “all declarations or creations of trust ... of any lands ... shall be manifested and proved by some writing signed by the party who is by law enabled to declare such trust”. The formalities for the execution of a deed do not apply to such evidence in writing. Further, it is not necessary that the trust *itself* be made in writing, merely that it be *evidenced* in writing: *Lai Min Tet and another v Lai Min Kin and another and another application* [2004] 1 SLR(R) 499 (“*Lai Min Tet*”) at [45]. This proposition was advanced in the context of s 7(1) of the Civil Law Act (Cap 43, 1999 Rev Ed) (“the CLA”), which is *in pari materia* to s 7 of the Statute of Frauds – indeed, s 7 of the CLA (originally s 6B) was introduced to re-enact s 7 of the Statute of Frauds, which prior to 1993 applied in Singapore: see s 7 of the

⁶⁹ HH-1 at para 11.

Application of English Law Act 1993 (2020 Rev Ed) read with the Second Schedule, and *Cheshire, Fifoot and Furmston's Law of Contract* (2nd Singapore and Malaysian Ed, Butterworths Asia, 1998) at p 356. The Statute of Frauds applies in this case since the declaration of the express trust and the execution of the Deed of Trust took place before the CLA was amended in 1993 to incorporate s 7 of the Statute of Frauds.

Whether the Deed of Trust was a sham

42 Daniel accepts that he understood the terms of the Deed of Trust, namely that he was acknowledging that Mr Ang owned the Property, and that he was holding it on trust for Mr Ang.⁷⁰ The burden therefore fell squarely on him to prove that the Deed of Trust gave a false account of the purchase and ownership of the Property.

43 As stated above at [8(a)], Daniel argued that the Deed of Trust was a sham because it was executed for Mr Ang to obtain owner-occupied concessionary tax rates on the Property or to otherwise deceive the tax authorities.

44 For the reasons above at [19]–[22], I reject this as baseless, and this undermines Daniel's case of a "sham". I further explain below that the evidence suggests that Mr Ang did pay for the Property and the intention of all the parties was that the Property belonged to him. Hence, contrary to Daniel's argument, the Deed of Trust *did* give an accurate account of the purchase and ownership of the Property. The assertion that the Deed of Trust was a sham was itself a sham.

⁷⁰ DA-1 at para 31.

Mr Ang paid for the Property

45 The undisputed facts relating to the purchase of the Property have been set out above at [3]. While it was Daniel who came across the opportunity to purchase the Property, that does not mean that he purchased it. The more important question is who paid for the Property. Hua Heng claimed that Mr Ang paid the entirety of the purchase price, while Daniel claimed that he did so.⁷¹

46 The details of the purchase are as follows:

- (a) the purchase price of the Property was \$220,000;⁷²
- (b) a 10% cash deposit of \$22,000 (“the Deposit”) was paid upfront to Mr Lim;⁷³
- (c) the Property was sold subject to a tenancy in favour of Mr Lim for a period of two years from the date of completion. In that regard, a lump sum of \$18,000 representing two years’ rental (\$750 per month for 24 months) was deducted from the purchase price;⁷⁴
- (d) a mortgage loan was secured from The Asia Life Assurance Society Ltd (“Asia Life”) in the sum of S\$154,000.00 for a tenure of 15 years (“The First Asia Life Loan”).⁷⁵ In this regard, the purchase price

⁷¹ HH-1 at paras 9–10; DA-1 at paras 24, 52.

⁷² HH-1 at para 4.

⁷³ HH-1 at para 5.

⁷⁴ HH-1 at para 5.

⁷⁵ DA-1 at para 21(a), pp 69–71.

of the Property was declared in the Instrument of Transfer to be \$180,000 (\$220,000 less the sum of \$18,000 and the Deposit);⁷⁶ and

(e) this left a shortfall of \$26,000 (“the Shortfall”), which presumably was paid in cash to Mr Lim.

(1) The Deposit

47 It was undisputed that Mr Ang handed the Deposit to M/s Loo & Loo, and that the receipt issued by M/s Loo & Loo for the Deposit was in Mr Ang’s name.⁷⁷ Daniel claimed that despite this, he gave Mr Ang the Deposit in cash to hand to M/s Loo & Loo.⁷⁸

48 The claimants argued that Daniel was not in any financial position to service the monthly instalments for the housing loan (“the Mortgage Repayments”), much less the Deposit.⁷⁹ They pointed to the fact that at the time of the purchase of the Property in 1980, Daniel was only 24 years old, had only worked for four years after completing national service, was married with two young children to support, and his gross salary in late 1979 was \$495 per month.⁸⁰ Daniel worked for the Housing Development Board (“HDB”) in 1980, but there is no evidence on his salary at HDB.

49 Daniel’s case was that at the material time, he earned extra money, sometimes up to \$6,000 a month, promoting illegal gambling.⁸¹ He claimed he

⁷⁶ DA-1 at para 29, p 86.

⁷⁷ HH-1 at p 25.

⁷⁸ DA-1 at paras 24.

⁷⁹ HH-1 at para 8.

⁸⁰ HH-1 at para 8.

⁸¹ DA-1 at para 11.

stopped this activity in 1986 after he was arrested and charged.⁸² But there was no documentary evidence to support these alleged earnings or the fact that his moneys were used to pay the Deposit. They were uncorroborated assertions.

50 Daniel called his sister, Mdm Ang Bee Choo (“Bee Choo”), who testified that she saw Daniel hand some cash to Mr Ang on two or three occasions.⁸³ I give no weight to that evidence – even if true, Bee Choo did not testify to the amount handed over, and could not say what the source of the moneys was or why Daniel was handing it to Mr Ang.

51 Importantly, I also do not find Bee Choo a credible witness. She was not impartial since she, like Daniel, had been excluded from the Will. Further, she took inconsistent positions. In her AEIC, Bee Choo adopted Daniel’s position that Mr Ang did not have the financial ability to purchase the Property and that the Property belonged to Daniel.⁸⁴ However, in her affidavit filed just a year before on 19 August 2022 in HC/OS 281 of 2022 (“OS 281”), when she was sued by two of her sisters in respect of a caveat lodged over another property at No [xx] Upper Paya Lebar Road (“the Upper Paya Lebar house”), she stated that the Property had been “obtained by” and “bought by” Mr Ang and Mdm Ng for the benefit of all the children.⁸⁵ When confronted with this, she first claimed that she did not read or understand her own affidavit in OS 281,⁸⁶ finally

⁸² DA-1 at para 12.

⁸³ Transcript (20 Sep 2023) at p 103 lines 4–7.

⁸⁴ AEIC of Ang Bee Choo (9 Jun 2023) (“BC-1”) at paras 5 and 16.

⁸⁵ Joint Affidavit of Ang Bee Choo and Ang Bee Eng in HC/OS 281/2022 (19 Aug 2022) (“OS 281 Affidavit”) at paras 9 and 22.

⁸⁶ Transcript (20 Sep 2023) at p 114 line 25–p 116 line 11.

taking the position that she did not know anything about the ownership of the Property.⁸⁷

52 There is one further unsatisfactory aspect of Daniel’s evidence relating to the Deposit. In his AEIC, after mentioning the receipt for the Deposit, Daniel asserted that he had “kept the receipts all this time” because the moneys for the Deposit were his.⁸⁸ But that evidence was false.

53 When cross-examined, Daniel conceded that his assertion was “wrong”, and agreed that the “receipts” were all kept by Mr Ang.⁸⁹ Further, he admitted that the documents relating to the Property which he adduced in this action were kept by Mr Ang.⁹⁰ He only discovered them at the Property after Mr Ang and Mdm Ng passed away.⁹¹ He also accused his siblings of taking away some documents, an allegation which was not put to the claimants.⁹² The clear impression I formed was that Daniel had not been involved in the dealings and documentation pertaining to the Property, and was opportunistically attempting to piece together information based on the documents he found at the Property. This is borne out by the discussion below on the Shortfall.

⁸⁷ Transcript (20 Sep 2023) at p 116 lines 19–23.

⁸⁸ DA-1 at para 25.

⁸⁹ Transcript (20 Sep 2023) at p 28 lines 1–17.

⁹⁰ Transcript (20 Sep 2023) at p 36 lines 17–26, p 61 line 27–p 62 line 16.

⁹¹ Transcript (20 Sep 2023) at p 62 lines 14–16.

⁹² Transcript (21 Sep 2023) at p 36 lines 10–13.

(2) The Mortgage Repayments

54 Daniel claimed that the Mortgage Repayments were paid for partly by the rental proceeds from the Property, which belonged to him.⁹³ In this regard, the Property was tenanted until 1992, and the First Asia Life Loan was fully repaid at the start of 1994.⁹⁴ Daniel explained that since the rental proceeds from the Property never exceeded the amounts required for the Mortgage Repayments, he would pay Mr Ang the difference in cash.⁹⁵ Mr Ang would then issue cheques to Asia Life from Mr Ang's own bank account.⁹⁶ Again, this account was uncorroborated by any independent or documentary evidence.

55 To contend that he had the necessary funds to service the Mortgage Repayments and other expenses, Daniel gave evidence that by 1985, his annual taxable income was \$13,476.⁹⁷ Pertinently, he claimed that his income was supplemented by rental proceeds from a second property that he bought at No [xx] Lorong 16 Geylang ("Lorong 16").⁹⁸ He testified that in 1985, he bought Lorong 16 for \$110,000 and that he paid \$11,000 in cash to Mr Ang to hand over to M/s Loo & Loo as a deposit for the purchase. For the balance \$99,000, he took out a \$50,000 mortgage loan from the Overseas Union Bank ("OUB"), and another \$30,000 bridging loan from OUB, leaving a balance of \$19,000 which he paid using his own moneys.⁹⁹ He later paid the \$30,000

⁹³ DA-1 at para 54.

⁹⁴ DA-1 at paras 53, 58.

⁹⁵ DA-1 at para 59.

⁹⁶ DA-1 at para 59.

⁹⁷ DA-1 at para 61, pp 179–181.

⁹⁸ DA-1 at para 63.

⁹⁹ DA-1 at para 65.

bridging loan using his Central Provident Fund (“CPF”) moneys.¹⁰⁰ He repaid the monthly instalments of \$479.50 for the mortgage loan using a combination of his CPF moneys and cash.¹⁰¹

56 Hua Heng testified that Lorong 16 was purchased by Mr Ang as well, but that Daniel had taken the proceeds when it was sold in 2007.¹⁰² In fact, the loan account was in the joint names of Mr Ang and Daniel,¹⁰³ although Mr Ang was not the named owner – Daniel admitted that Mr Ang was the guarantor for the loan.¹⁰⁴ Hua Heng testified that Daniel had included Lorong 16 in his own will (which had been drawn up at about the same time as the Will), in which he treated Lorong 16 as his own property – Hua Heng claimed that because of this, Mr Ang did not give Daniel a share of the Property in the Will.¹⁰⁵

57 As both accounts were uncorroborated, I make no finding in respect of the ownership of Lorong 16. In any event, even if Daniel did purchase Lorong 16, this does not mean that he was *also* paying the Mortgage Repayments and expenses for the Property. On his own evidence, he ceased his illegal gambling activities by 1986 and his annual taxable income in 1985 was only \$13,476.¹⁰⁶ He was also supporting his family which comprised two young children. He offered no account as to how he was managing all his expenses or how the

¹⁰⁰ DA-1 at para 66.

¹⁰¹ DA-1 at paras 69–70.

¹⁰² Transcript (19 Sep 2023) at p 45 lines 28–31.

¹⁰³ AB Vol 2 at p 597.

¹⁰⁴ Transcript (20 Sep 2023) at p 60 lines 25–30.

¹⁰⁵ Transcript (19 Sep 2023) at p 47 lines 9–19.

¹⁰⁶ DA-1 at paras 12, 61.

rentals collected from the Property or Lorong 16 were used. All he offered were uncorroborated assertions.

58 In contrast, Mr Ang kept detailed hand-written records (“the Records”) of, *inter alia*, the payments for the Mortgage Repayments and the property tax in respect of the Property, detailing the cheques issued from his account and the date for each payment.¹⁰⁷ Daniel did not dispute the authenticity or accuracy of the Records; in fact, on his own case, Mr Ang was helping him to deal with the Mortgage Repayments and other expenses for the Property.¹⁰⁸ It was therefore undisputed that the Mortgage Repayments and property tax were paid out of funds from Mr Ang’s bank account. In the absence of evidence as to where those funds came from, I find that those liabilities were likely paid by Mr Ang.

59 Against this, Daniel claimed that Mr Ang did not have the financial means to purchase the Property.¹⁰⁹ The evidence suggests the contrary.

60 First, Mr Ang was gainfully employed through his business, Seng Heng Trading Co, and was supporting his family of 11 children.¹¹⁰

61 Second, Asia Life was prepared to accept Mr Ang as a guarantor for the loan, thus suggesting that it considered him a person of some means.¹¹¹

¹⁰⁷ HH-1 at pp 93–98; 159–164; AEIC of Tan Chek Ming Jonathan (9 Jun 2023) (“JT-1”) at pp 74–79, 140–145.

¹⁰⁸ DA-1 at para 56.

¹⁰⁹ DA-1 at para 52.

¹¹⁰ Transcript (19 Sep 2023) at p 26 lines 3–8.

¹¹¹ DA-1 at p 70; Transcript (19 Sep 2023) at p 26 lines 3–8.

62 Third, the Records evidence, and the parties agreed, that Mr Ang regularly gave moneys to his children.¹¹² For example, the Records show that Mr Ang gave Ang Hua Liong (“Hua Liong”), his youngest son, \$5,000 on 21 January 1995.¹¹³ The Records also show an aggregate sum of \$41,000 given to Daniel between 1989 and 2018.¹¹⁴ Daniel claimed that this was his moneys, being the excess rent (after deducting expenses) collected by Mr Ang in respect of Daniel’s properties,¹¹⁵ but offered no evidence or account of how the \$41,000 was derived. Hua Heng disputed Daniel’s evidence, claiming that Mr Ang gave the \$41,000 to Daniel because Daniel had mismanaged his finances.¹¹⁶ In any event, it was not suggested that the moneys given to the other children were not Mr Ang’s own moneys.

63 Fourth, it was undisputed that Mr Ang had purchased other properties (see below at [71]). While those properties were purchased some years after the Property was purchased, Daniel himself pleaded that Mr Ang “was a businessman and *owned multiple properties*”, and “[he] *therefore* asked [Mr Ang] to help him manage and deal with matters relating to the Property, and to deal with all payments relating to the Property using [Daniel’s] monies” [emphasis added].¹¹⁷ It was therefore Daniel’s own pleaded case that Mr Ang was a person of means and ability when the Property was purchased.

¹¹² JT-1 at pp 86, 140–145; Transcript (19 Sep 2023) at p 40 line 28–p 45 line 2.

¹¹³ JT-1 at p 86; Transcript (19 Sep 2023) at p 43 line 12–44 line 4.

¹¹⁴ DA-1 at para 120.

¹¹⁵ DA-1 at para 120.

¹¹⁶ Transcript (19 Sep 2023) at p 40 lines 1–3.

¹¹⁷ Defence & Counterclaim at paras 6(b)–6(c).

64 To portray Mr Ang as lacking financial ability, Daniel embellished his evidence, describing Mr Ang as a “rag and bone” man and Mr Ang’s residence at 28 Mangis Road as an “attap house”.¹¹⁸ But:

(a) Mr Ang owned his own business, Seng Heng Trading Co, which was described as a barter trade company,¹¹⁹ and which was registered with ACRA. Indeed, he later made Daniel a partner of the business;¹²⁰ and

(b) Hua Heng testified that 28 Mangis Road was not an attap house, but a three-storey landed property, and Mr Ang was the anchor tenant and earned further income by sub-letting some rooms – his evidence was not challenged.¹²¹

(3) The Shortfall

65 Nothing is mentioned in Daniel’s AEIC about how the Shortfall of \$26,000 was paid or who did so. Daniel’s AEIC only referred specifically to the Deposit and the Mortgage Repayments. During cross-examination, he initially said he paid the Shortfall, only to later admit that he could not explain the numbers. Further, he was unable to explain how the Shortfall even came up to \$26,000, as he was unfamiliar with the composition of the purchase price for the Property.¹²² His inability to explain suggests that he was not involved in the

¹¹⁸ DA-1 at paras 14, 31, 52.

¹¹⁹ Transcript (20 Sep 2023) at p 23 lines 13–21.

¹²⁰ AB (Vol 2) at pp 459–461.

¹²¹ Transcript (19 Sep 2023) at p 36 lines 4–22.

¹²² Transcript (20 Sep 2023) at p 74 lines 1–30.

completion of the purchase and did not in fact pay any moneys towards the same.

66 I note that the claimants also did not explain how the Shortfall was paid. Nevertheless, the claimants' case was that Mr Ang handled all matters relating to the payment of the Property, and the children were not privy to the details of how he did so. It was Daniel who claimed that he paid for the Property, and thus it would be expected that he could give an account of how the purchase price was paid. His inability to do so undermines his case. Against that, there is the evidence showing that for the other components of the purchase price, besides the Shortfall, Mr Ang had handled the payments for the Property by himself. It was also Mr Ang who instructed M/s Loo & Loo and paid the Deposit to them. The inference is that Mr Ang must have paid the Shortfall as well.

(4) Reasons for the trust arrangement

67 A relevant question is why Mr Ang did not purchase the Property in his own name. Hua Heng explained that Mr Ang was close to 60 years old at the time, and that Daniel and he would be able to obtain a longer tenure for the loan.¹²³ Daniel disputed this, asserting that Asia Life would have been prepared to give a loan to Mr Ang with a tenure of more than 10 years. He relied on the fact that at the end of 1989, Mr Ang purchased Lorong 27 in his own name when he was 67 years old, and managed to obtain a loan from Nanyang Finance Limited in the sum of \$75,000 with a loan repayment period of 120 months (or 10 years).¹²⁴ I give little weight to this. There was no evidence as to what criteria Asia Life would have applied in assessing Mr Ang's suitability as the primary

¹²³ HH-1 at para 7.

¹²⁴ DA-1 at para 52.

borrower for the loan or what criteria Nanyang Finance Limited did apply. Further, the loan for Lorong 27 was for a much smaller sum – \$75,000 (in 1989) versus \$154,000 (in 1980), without even considering the difference which inflation would have made. No meaningful comparison can therefore be made.

68 In this regard, Daniel was blowing hot and cold in his evidence. He cannot on the one hand claim that Mr Ang was a “rag and bone man” who could not afford to pay for the Property,¹²⁵ and then claim that Asia Life would have given him a large loan with a tenure longer than 10 years.

69 More importantly, if the Property was to be beneficially entirely owned by Daniel, it is doubtful that Hua Heng would agree to be a borrower and expose himself to personal liability. On Daniel’s own case, the Property was not for his residence, but an investment.¹²⁶ Hua Heng was only a trainee pilot at the time, earning about \$1,600 per month.¹²⁷ Hua Heng also testified that he did not have a good relationship with Daniel in 1980.¹²⁸ In contrast, if it were Mr Ang’s property, it is understandable that both sons would allow their names to be used on their father’s instructions.

70 Further, it is relevant that Mr Ang was a guarantor for the mortgage loan, which suggests he had an interest in the Property.¹²⁹

71 Significantly, it is undisputed that Mr Ang purchased other properties which he placed in the names of his children, and which they accept were his:

¹²⁵ DA-1 at paras 14, 52.

¹²⁶ DA-1 at para 18.

¹²⁷ Transcript (19 Sep 2023) at p 28 lines 14–16.

¹²⁸ Transcript (19 Sep 2023) at p 32 lines 17–28.

¹²⁹ DA-1 at p 70.

- (a) No [xx] Lorong 36 Geylang (“Lorong 36”) was purchased in 1989 by Mr Ang in the names of Bee Choo and Mdm Ng;¹³⁰
- (b) Lorong 40 Geylang was purchased in 1993 by Mr Ang in the names of Bee Choo and Ang Hua Seng (“Hua Seng”);¹³¹ and
- (c) the Upper Paya Lebar house was purchased in 1995 by Mr Ang in the names of Bee Choo and Ang Bee Eng (“Bee Eng”).¹³²

72 In the circumstances, the fact that Hua Heng and Daniel held the Property on trust for Mr Ang was consistent with how Mr Ang dealt with his other property purchases.

73 Looking at the evidence overall, I am satisfied that it was Mr Ang who purchased the Property.

Resulting trust

74 In the absence of an express trust, and based on my finding that Mr Ang paid the purchase price for the Property, a resulting trust would have arisen in respect of the Property in favour of Mr Ang. The presumption of advancement was not advanced by Daniel, given the consistent evidence that Mr Ang treated the Property as his own.

¹³⁰ AB (Vol 3) at p 899; Transcript (20 Sep 2023) at p 97 line 26–p 98 line 17.

¹³¹ AB (Vol 3) at p 899; Transcript (20 Sep 2023) at p 98 lines 18–24.

¹³² AB (Vol 3) at p 899; Transcript (21 Sep 2023) at p 19 lines 14–19.

75 For completeness, and for the same reasons, I reject Daniel’s claim that there was a common intention constructive trust over the Property in favour of him.¹³³

Other facts which indicated Mr Ang’s ownership of the Property

Management of the Property

(1) Dealings with third parties

76 Mr Ang managed the Property as if it was his own. First, he dealt with third parties in relation to matters involving the Property. This included instructing and dealing with M/s Loo & Loo on the purchase of the Property and the Deed of Trust. Further, he negotiated and collected rent from the tenants of the Property. In this regard, a tenancy agreement dated 1 August 1987 was produced, where Mr Ang signed off as “Landlord”.¹³⁴ During cross-examination, Daniel admitted that he did not know who drafted the tenancy agreement or whose handwriting appeared on it.¹³⁵ It was clear that he was not involved in the documentation relating to the Property’s tenants.

77 Daniel’s evidence was that as Mr Ang had flexible working hours, he had asked him to help manage and deal with the administrative processes relating to the Property, including collecting rent and making mortgage payments.¹³⁶ Again, this evidence was not corroborated. More importantly, it is not his evidence that Mr Ang accounted to him for the rent collected.

¹³³ Defence & Counterclaim at para 4; DCS at para 2.

¹³⁴ AB (Vol 2) at p 353; DA-1 at p 176.

¹³⁵ Transcript (20 Sep 2023) at p 57 line 26–p 58 line 2.

¹³⁶ DA-1 at para 23.

(2) Documents relating to the Property

78 Mr Ang kept the documents and records pertaining to the Property, and this is consistent with his control and ownership of the same (see [53] above).

(3) Negotiations with IRAS

79 The negotiations between Mr Ang and IRAS relating to owner-occupied concessionary tax rates were consistent with Mr Ang's ownership of the Property. As noted at [21] above, Mr Ang eventually applied for the owner-occupied concessionary tax rates for the Property in 2001. IRAS had initially refused to lower the tax rate because Hua Heng and Daniel were the legal owners of the Property, and they already enjoyed the owner-occupied concessionary rate on other properties owned and occupied by them.¹³⁷ But Mr Ang was not deterred – he made representations to his Member of Parliament, instructed lawyers, and continued to correspond with IRAS.¹³⁸ On 5 February 2005, IRAS eventually allowed Mr Ang's application and approved his claim for the concessionary tax rate on the Property with retrospective effect from 1 January 2001.¹³⁹

80 A reasonable inference is that Mr Ang persisted in seeking the concessionary tax rate because he was the owner of the Property and was paying the property tax for it. Pertinently, Daniel was completely unaware of these efforts. He testified that he only became aware when he discovered the correspondence with IRAS after Mr Ang had passed away.¹⁴⁰ If Daniel was

¹³⁷ DA-1 at p 137.

¹³⁸ DA-1 at paras 49–50, pp 133–143.

¹³⁹ DA-1 at para 51.

¹⁴⁰ DA-1 at para 46.

paying the expenses on the Property, including the property tax, it is surprising that he would be uninvolved or unaware of such matters. This is suggestive of his lack of interest in the Property.

The Will

81 As noted above at [6], Mr Ang bequeathed the Property to six of his children – Hua Liong (two shares), Hua Heng, Hua Siong, Hua Seng, Ang Bee Lian (“Bee Lian”) and Ang Hwa Eng (“Hwa Eng”) (one share each).¹⁴¹ None of the parties, or their witnesses, testified as to why Mr Ang divided the Property in this way. Nevertheless, as far as Mr Ang was concerned, the Property belonged to him, and it was for him to decide how it was to be dealt with after his passing.

Daniel’s assertion that the family members asked his permission before moving into the Property

82 Daniel claimed that as he was the owner of the Property, all the family members who moved into the Property asked his permission to do so.¹⁴²

83 It is undisputed that the following people lived at the Property at various times after it ceased to be tenanted in 1992: Mr Ang, Mdm Ng, Bee Choo, Ang Mee Siong Lena (“Lena”), Hwa Eng, Hua Seng, Bee Lian, Bee Eng, Hua Liong, Hua Heng and Daniel.¹⁴³

84 Significantly, none of them, *including Bee Choo and Bee Eng who gave evidence in support of Daniel*, testified that they obtained his permission to

¹⁴¹ HH-1 at p 171.

¹⁴² Defence & Counterclaim at para 5(d)–5(e).

¹⁴³ HH-1 at para 28; DA-1 at para 45; AEIC of Ang Bee Eng (9 Jun 2023) at para 2.

move into the Property. In his AEIC, Hua Heng testified that “none of us sought the permission of [Daniel] before moving into the Property”.¹⁴⁴ Daniel’s assertion was not put to Hua Heng and Hua Siong during cross-examination.

85 This was a serious omission in Daniel’s case. The only inference is that no such permission from Daniel was sought or obtained, and this was because the Property was not his.

Miscellaneous issues

86 The following issues were also raised by the parties:

- (a) the refinancing of the Property;
- (b) the messages in the Ang family WhatsApp group chat (“the Group Chat”);
- (c) the family meeting on 28 October 2019; and
- (d) the renovations to the Property.

87 However, these issues did not shed much light on the ownership of the Property. I discuss them briefly.

The refinancing of the Property

88 The Property was used to obtain financing several times.

89 The First Asia Life Loan of \$154,000 was fully repaid at the start of 1994.¹⁴⁵ In January 1994, a second loan in the sum of \$350,000 was taken from

¹⁴⁴ HH-1 at para 28.

¹⁴⁵ DA-1 at para 53.

Asia Life (“the Second Asia Life Loan”) and secured on the Property. This was to assist Hua Siong with his finances.¹⁴⁶ A sum of \$130,000 was first disbursed on 19 January 1994, of which \$27,728.74 was used to fully repay the First Asia Life Loan.¹⁴⁷ A second sum of \$220,000 was disbursed on 28 February 1994.¹⁴⁸ Hua Siong was made a guarantor and responsible for paying the monthly repayments of \$7,017.50 for the Second Asia Life Loan.¹⁴⁹ Daniel and Hua Heng executed the loan documents as they were the legal owners of the Property.¹⁵⁰ In effect, Hua Siong paid down \$27,728.74 of the First Asia Life Loan.¹⁵¹

90 The Second Asia Life Loan was fully repaid by 17 October 1997, from a loan taken from OUB for the sum of \$120,000 (“the Third Loan”). The Third Loan was taken out because OUB offered a better interest rate.¹⁵² Hua Siong was a guarantor for the Third Loan and remained responsible for servicing it.¹⁵³ Out of the \$120,000 disbursed under the Third Loan, \$96,036.89 was used to repay the outstanding sum on the Second Asia Life Loan.¹⁵⁴

91 In or about 2000, another loan of \$570,000 (“the Fourth Loan”) was taken out, again at Hua Siong’s request to settle his debts.¹⁵⁵ Hua Siong was

¹⁴⁶ DA-1 at para 78.

¹⁴⁷ DA-1 at para 82.

¹⁴⁸ DA-1 at para 82.

¹⁴⁹ DA-1 at paras 83–84.

¹⁵⁰ DA-1 at para 83, p 352.

¹⁵¹ DA-1 at para 82.

¹⁵² DA-1 at paras 85–86.

¹⁵³ DA-1 at para 90.

¹⁵⁴ DA-1 at para 89.

¹⁵⁵ DA-1 at paras 91–93.

made solely responsible for repaying the Fourth Loan.¹⁵⁶ However, Daniel demanded that Hua Siong pay him a “fee” of \$50,000 from the loan amount as a condition for Daniel’s agreeing to the Fourth Loan.¹⁵⁷ Hua Siong continues to service the Fourth Loan, and a small sum of about \$15,000 remains outstanding under it.¹⁵⁸

92 Overall, I did not consider the matters relating to the refinancing of the Property to be helpful to either party. The loan documents were in Hua Heng and Daniel’s names because they were the legal owners of the Property. Although Daniel claimed that he decided to allow the Property to be used to help Hua Siong, it was Hua Siong’s unchallenged evidence that he approached Mr Ang, not Daniel, for permission to use the Property to obtain the loans because Mr Ang owned the Property.¹⁵⁹

93 The fact that Hua Heng and Daniel mortgaged the Property to assist Hua Siong is also equivocal. Ultimately, Hua Siong was responsible for, and did, service the loans. Further, if the Property was beneficially owned by Mr Ang, there was little downside to Hua Heng and Daniel if the lenders foreclosed on the Property if Hua Siong defaulted. In any event, Daniel cannot claim that his agreeing to the loans evidences his ownership of the Property as Hua Heng had to, and did, agree to the loans as well.

94 The \$50,000 “fee” demanded by Daniel in respect of the Fourth Loan is also not relevant. Hua Siong testified that Daniel’s consent was needed for the

¹⁵⁶ DA-1 at para 98.

¹⁵⁷ AEIC of Ang Hua Siong (13 Jun 2023) (“HS-1”) at paras 12–13.

¹⁵⁸ DA-1 at para 97.

¹⁵⁹ DA-1 at para 92; HS-1 at para 12; Transcript (20 Sep 2023) at p 9 lines 7–10.

loan as Daniel needed to sign off on the papers.¹⁶⁰ He agreed to give Daniel the \$50,000 because he needed the moneys urgently.¹⁶¹

95 Counsel for Daniel argued that Mr Ang did not object to or challenge Daniel’s request for the “fee”.¹⁶² However, there is no evidence that Mr Ang was informed of the “fee”.¹⁶³ While counsel for Daniel submitted that it is “unbelievable” that Hua Siong would fail to tell Mr Ang about it,¹⁶⁴ I find Hua Siong’s conduct not unreasonable – he needed the loan moneys urgently, and therefore agreed to pay the “fee”.¹⁶⁵ It was not in his interest to cause any delay or difficulties.

The messages in the Group Chat

96 Certain exchanges in the Group Chat were referred to by parties. Following the passing of Mdm Ng on 24 September 2019, Lena messaged the Group Chat on 22 October 2019 that the Will was “invalid” due to the death of Mdm Ng, the sole executrix.¹⁶⁶ Daniel replied “[n]o action needed. Father has made known his wishes to me and Bee Choo”.¹⁶⁷ During cross-examination, counsel for the claimants put to Daniel that this statement was an acknowledgment by him that Mr Ang was the beneficial owner of the

¹⁶⁰ Transcript (20 Sep 2023) at p 9 lines 11–13.

¹⁶¹ Transcript (20 Sep 2023) at p 10 lines 17–19.

¹⁶² DCS at paras 70–73.

¹⁶³ Transcript (20 Sep 2023) at p 10 lines 17–22.

¹⁶⁴ DCS at para 73.

¹⁶⁵ Transcript (20 Sep 2023) at p 10 lines 17–22.

¹⁶⁶ HH-1 at para 18, p 178.

¹⁶⁷ HH-1 at p 178.

Property.¹⁶⁸ In response, Daniel stated that there was “[n]o action needed” because Mr Ang did not in fact recognise the Will.¹⁶⁹

97 I disregard Daniel’s assertion that the Will was invalid given that probate had been issued and had not been challenged. Nor do I place any weight on Daniel’s reply to Lena’s message – as he stated multiple times during cross-examination, he respected Mr Ang and was willing to follow his wishes.¹⁷⁰

98 Daniel went on to testify that during the time the Will was made, Hua Liong and Lena needed money urgently and tried to get Mr Ang to sell the Property, but Mr Ang responded by saying that the Property was not his.¹⁷¹ But Daniel did not call Hua Liong to give evidence and declined to cross-examine Lena although she had been called as a witness by the claimants. His assertion was therefore inadmissible and not credible.

The family meeting on 28 October 2019

99 On 28 October 2019, the family, including Mr Ang but excluding Hwa Eng (who was overseas), met to discuss, *inter alia*, the Property.¹⁷² The meeting was audio and video recorded. The recording was not fully transcribed and is inaudible in parts, but the parties did not dispute the accuracy of the transcription and translation of the extracts provided (save for the extract discussed at [103] below) or suggest that the inaudible portions or non-transcribed extracts were relevant.

¹⁶⁸ Transcript (20 Sep 2023) at p 51 lines 1–6.

¹⁶⁹ Transcript (20 Sep 2023) at p 51 lines 9–11.

¹⁷⁰ Transcript (20 Sep 2023) at p 41 lines 13–18 and 23–26, p 55 lines 23–29.

¹⁷¹ Transcript (20 Sep 2023) at p 52 lines 27–32.

¹⁷² HH-1 at para 21.

100 At the meeting, the participants discussed both the Property as well as the Upper Paya Lebar house, which was registered in Bee Choo and Bee Eng’s names. Most of the discussion related to the Upper Paya Lebar house.

101 I found the discussion unhelpful, and I do not place much weight on it. The meeting was chaotic, with the participants constantly shouting, including at Mr Ang, and talking over each other. It was also clear from the transcript that Mr Ang was hard of hearing and not fully participating in the discussion – he was 97 years old at the time.¹⁷³

102 There were some possibly relevant statements made during the meeting, including Daniel’s assertion that Mr Ang had “the power” to distribute the Property.¹⁷⁴ But this can be explained, as Daniel testified, as him respecting Mr Ang’s wishes.¹⁷⁵ Further, these remarks were not made in a context where Daniel was asserting ownership of the Property or disputing Mr Ang’s right to bequeath it. Rather, it appeared from the transcript that having (apparently) secured Mr Ang’s agreement earlier on 24 October 2019 to divide the Property into 11 or 12 shares, Daniel was trying to use the family meeting to get Mr Ang to inform the rest of the family of that decision.¹⁷⁶

103 Daniel also relied on the following portion of the transcript of the meeting as evidence of his ownership:¹⁷⁷

Daniel: I found and bought this property after much difficulty.
There wasn’t even enough money to finance it. This property

¹⁷³ Transcript (19 Sep 2023) at p 84 lines 29–30.

¹⁷⁴ JT-1 at p 263.

¹⁷⁵ Transcript (20 Sep 2023) at p 41 lines 13–19.

¹⁷⁶ JT-1 at pp 263, 265, 268.

¹⁷⁷ Affidavit of Ong Wee Teck (8 Sep 2023) at p 8.

could only be financed after I... I negotiated with the homeowner to deduct two years of rent ... Father said he did not have the money to finance it and buy it.

104 For the same reasons discussed above, *ie*, the chaotic nature of the meeting, I accord no weight to this. Further, Hua Heng disputed the translation in this extract, claiming that Daniel did not use the word “bought”,¹⁷⁸ although I note that counsel for the claimants did not challenge the translator, Mr Ong Wee Teck, when he testified. Nonetheless, Hua Heng also testified that he did not engage with Daniel as Daniel was “worked up” and had, less than a minute before making the above statements, challenged Hua Liong to a fight.¹⁷⁹ This evidence was not challenged.

105 Indeed, Daniel did not state in his AEIC that he had asserted ownership over the Property at the meeting, or that this was accepted by his siblings. Instead, he stated that his objective at the meeting was to reach a solution which everyone could agree and accept. For that reason, he had considered dividing the sale proceeds of the Property in equal shares among all the 11 siblings.¹⁸⁰

106 In fact, all the siblings at the meeting agreed to divide the Property into 11 shares.¹⁸¹ Five out of the six beneficiaries named in the Will executed a deed agreeing to share the proceeds of the Property among the 11 siblings.¹⁸² Unfortunately, that resolution ultimately failed as the sixth beneficiary, Hwa Eng (who was not present) declined to sign the deed.¹⁸³

¹⁷⁸ Transcript (19 Sep 2023) p 79 lines 1–4.

¹⁷⁹ Transcript (19 Sep 2023) at p 81 lines 2–20, p 81 line 23–p 82 line 9.

¹⁸⁰ DA-1 at para 127.

¹⁸¹ DA-1 at para 22.

¹⁸² DA-1 at para 22.

¹⁸³ DA-1 at para 22.

The renovations to the Property

107 In support of his case that he owned the Property, Daniel asserted that he paid for and managed the renovations to the Property.¹⁸⁴ However, the evidence on the renovations was not compelling.

108 Daniel gave evidence of two renovations in 2015 and 2016. In 2015, Daniel instructed a contractor, Mr Yang Han Cheong (“Mr Yang”), to add a room on the first floor of the Property.¹⁸⁵ This was because Mr Ang was 94 years old in 2015 and the plan was for him to move downstairs, so that he would not need to climb the stairs daily. In 2016, Daniel asked Mr Yang to do renovation works at the second floor of the Property so he could rent rooms to tenants.¹⁸⁶ Daniel produced two receipts for the sums of \$12,650 and \$8,600 issued by Mr Yang for the renovations.¹⁸⁷ While Daniel testified that he supervised the works and liaised with Mr Yang on the renovations,¹⁸⁸ I note that he did not produce any documents evidencing the source of the funds used for payment.

109 Further, there was a major renovation in 2019, this time for about \$24,000.¹⁸⁹ Significantly, the renovation contract was signed by Mr Ang and it is undisputed that he paid 75% of the costs (\$17,850) while nine of the other siblings (including Daniel) contributed \$700 each.¹⁹⁰ Daniel claimed that the family contributed to the renovations because they wanted to give the contract

¹⁸⁴ Defence & Counterclaim at para 5(c)(2).

¹⁸⁵ DA-1 at para 102.

¹⁸⁶ DA-1 at para 104.

¹⁸⁷ DA-1 at pp 594–599.

¹⁸⁸ DA-1 at paras 103, 106.

¹⁸⁹ DA-1 at para 108.

¹⁹⁰ HH-1 at para 26; DA-1 at para 108.

to a more expensive interior design firm called Dots ‘N’ Tots Interior Group Pte Ltd, where Bee Choo’s son worked.¹⁹¹ Daniel claimed that Mr Ang agreed to bear the bulk of the costs as Mdm Ng had requested the renovations. However, this was not put to the other witnesses. It was also contrary to the proposition, put by counsel for Daniel to Hua Heng in cross-examination (in relation to the renovations which Daniel paid for), that a person does not pay for renovations unless it is for their own property.¹⁹² Ultimately, the question of who paid for the various renovations is not helpful in ascertaining the ownership of the Property.

110 In any case, Daniel’s involvement in, or payment for, the earlier renovations, even if true, does not displace the overwhelming evidence supporting the conclusion that the Property is beneficially owned by Mr Ang.

Conclusion

111 For the above reasons, I find that the beneficial interest in the Property belongs to Mr Ang pursuant to an express trust. In the alternative, a resulting trust arose in favour of Mr Ang as he paid for the Property.

112 I therefore make the following orders:

- (a) a declaration that Daniel and Hua Heng hold the Property on trust for Mr Ang;
- (b) that Daniel gives vacant possession of the Property to the claimants within 60 days of the date of this decision; and

¹⁹¹ DA-1 at para 110.

¹⁹² Transcript (19 Sep 2023) at p 62 lines 14–16, 25–26.

(c) that there be liberty to apply.

113 The other reliefs sought are unnecessary, and I make no order on the same. I shall deal with the question of costs separately. For the avoidance of doubt, the time for appealing shall run from the date of this decision.

114 I end with an appeal. My task is to decide the legal dispute between the parties. Even as I have decided in favour of the Estate, there is nothing to stop the family from resolving their differences. They had grown up together in difficult circumstances and have no doubt over the years made sacrifices and helped each other. It is clear to me that there remains a not insignificant residue of goodwill and familial bond between the siblings – they came together to pay for renovations their mother asked for; almost all of them put aside their differences to reach an amicable solution in respect of the Property when Mr Ang was still alive; and when Daniel said he would need 60 days to vacate the Property in the event he failed in his claim, the claimants agreed without hesitation or conditions. There is no reason why they cannot come together after these proceedings to resolve their differences. Nothing I am sure would please their parents more.

Hri Kumar Nair
Judge of the High Court

Yip Keng Fook Victor (Pacific Law Corporation) for the claimants;
Tan Mao Lin and Chua Sin Yen Jacqueline (Jacque Law LLC) for
the defendant.
