

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2018] SGHCF 4

Divorce Transfer No 4096 of 2009
Maintenance Summons Nos 2792 and 2793 of 2016

Between

UJH

... Plaintiff

And

UJI

... Defendant

GROUND OF DECISION

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

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

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UJH

v

UJI

[2018] SGHCF 4

High Court — Divorce Transfer No 4096 of 2009; Maintenance Summons
Nos 2792 and 2793 of 2016

Foo Tuat Yien JC

18 December 2015; 9 March 2016; 17–18 May 2016; 8 July 2016;
16 September 2016; 30 November 2016; 17 October 2017.

8 February 2018

Foo Tuat Yien JC:

Introduction

1 There are two appeals relating to this divorce ancillary matters case. The Husband appealed against my decision on 17 October 2017 on the division of matrimonial assets. The two adult sons of the marriage, now studying in a university in the USA, appealed against my decision dismissing their applications for the Wife (their mother) to contribute towards their maintenance.

2 The Husband and Wife married on 17 December 1990. The Husband, then 27 years old, was a student studying for his Masters degree in a university in the USA, whilst the Wife, then 34 years old, was a teacher in a Singapore school. Shortly after they married, the Wife took no-pay leave to accompany

the Husband to the USA from January 1991 until December 1992. Parties returned to Singapore in January 1993, before the Husband could complete his studies.

3 The parties have two children. Their older son was born in the USA at the end of 1991. Their younger son was born in Singapore in early 1994. On 3 June 2009, the Wife left the matrimonial home. The two sons, then aged 18 and 15 years respectively, remained with the Husband in the matrimonial home.

4 The Husband filed for divorce on 17 August 2009 on the basis of the Wife's unreasonable behaviour; *ie*, improper association. The Wife counterclaimed on the basis of the Husband's unreasonable behaviour; *ie*, several acts of family violence during marriage. Both said that there were many quarrels and no peace between them. Interim judgment, uncontested, was granted on 21 November 2011 on each party's claim. This was almost 27 months after commencement of divorce proceedings.

5 This was a marriage of about 21 years up to date of Interim Judgment on 21 November 2011.

6 The ancillary matters were first heard on 18 December 2015. The matter was prolonged when, in May 2016, the Wife sought, at an advanced stage of the proceedings, to introduce further evidence to counter the allegations made by the Husband that the Wife had misappropriated monies from their bank accounts. On 17 October 2017, I gave my orders in relation to the parties' ancillary matters as follows:

Division of assets

1. The matrimonial assets valued at \$5,809,359.49 are to be divided equally between parties.
2. [The Husband] is to inform [the Wife] or her solicitors in writing within 6 weeks of the date of this order, if he wishes to take over [the Wife's] estate title and interest in the [matrimonial home], by paying her 38.67% of the value. The valuation is to be done by a joint valuer. Parties are to appoint the valuer within 3 weeks from the time, [the Husband] elects to take over the property. Completion of the transfer to [the Husband] is to be effected by [the Husband] paying [the Wife] a sum equivalent to 38.67% of the value of the property within 3 months of the valuation report. The costs and expenses of the valuation and transfer are to be borne by [the Husband]. [The Wife], shall from the monies paid to her by [the Husband], refund to her CPF account, the CPF principal sum and accrued interest thereon.
3. Should [the Husband] decide not to take over [the Wife's] estate title and interest in the property, parties are to formally appoint a joint valuer to provide a valuation. Parties are also to formally appoint a joint estate agent to secure a purchaser for the property to be sold at the first offered price at or above value unless parties agree to wait for a better price offer. The net sales proceeds (net of valuation costs and the costs and expenses of sale) are to be divided 61.33:38.67 ([Husband]:[Wife]) between parties. Each party shall, from their share of the net sales proceeds, refund to his/her CPF accounts, the CPF principal and accrued interest.
4. Usual CPF clause.
5. The sum of \$267 in the POSB account ending 244 is to be divided equally between parties.
6. Each party is to retain the assets in his/her sole name or possession, including the watches that I have found to be in [the Wife's] possession. If [the Husband] should have any watch, forming part of that pool of watches (with an agreed value of \$750,000), the Husband is to return the watch/watches forthwith to [the Wife].
7. That there be no maintenance for the Wife
8. Liberty to apply.
9. Each party to bear their own costs.

7 The Husband has filed an appeal against orders 1 to 5 above relating to the division of matrimonial assets. The sons, who had applied *vide* Maintenance Summons Nos 2792 and 2793 of 2016 (“MSS applications”) for the Wife to contribute to their maintenance for their university education, have filed an appeal against my decision to dismiss their MSS applications.

Identifying and valuing the combined pool of assets

8 The parties submitted and filed an updated Joint Summary of Relevant Information on 17 May 2017 (“the Joint Summary”) for the ancillary matters hearing. Although parties agreed on most of the assets in the pool of matrimonial assets, they disputed the inclusion and/or valuation of certain assets and liabilities. The Wife has not appealed. As such, I cover in brief my exclusion of the Husband’s assets from the pool and findings on the value of his assets as well as the inclusion of the Wife’s assets and their values in the matrimonial pool. My reasons were given in my oral grounds of 17 October 2017 recorded in the notes of evidence.

The value of the Husband’s shares in Cadence Technologies Pte Ltd

9 The Husband was the sole owner and director of his own company, which was in the business of trading in electronic components (“the Company”). The Company had a paid-up capital of \$1.2m with 1.2m shares at \$1 par value. I rejected the Wife’s contention that the value of the Company was \$1.2m, equivalent to its paid up capital. As the Company was essentially a trading company without substantive assets, and the Company’s financial statements as at 30 September 2014 showed a net deficit of \$442,163¹ with the Company being sustained through the Husband’s continuing financial support

¹ Joint Summary dated 18 December 2015, Exhibit P2, p 5.

(which the Husband claimed came from loans from his father), I found that the value of the Company was nil. It would seem from the accounts produced that the Company had been making losses since 2008.

Whether the surrender value of the sons' insurance policies should be included

10 The Wife wanted the surrender values of the sons' insurance policies to be included in the pool of matrimonial assets. The Husband claimed that the rights had been automatically transferred to the sons when they turned 21 years old. The surrender values of the insurance policies were not disputed.

Younger son's policy

11 Based on the policy contract and a letter from the insurer dated 3 March 2015,² I found that the monies in the younger son's policy had been automatically transferred to the son when he reached 21 years of age. I therefore excluded the surrender value of \$5,900 from the pool of matrimonial assets.

Older son's policy

12 With regard to the older son's policy, the Wife argued that the Husband had failed to provide the policy contract and a letter from the insurer (as was done in the case of the younger son's policy) to show that all rights in the policy had been transferred to the older son when he turned 21 years old. I therefore included the surrender value of the older son's policy, *ie*, \$6,300,³ in the pool of matrimonial assets.

² Husband's 1st Affidavit at pp 42–43; Husband's letter to the court dated 8 March 2016.

³ Husband's 1st Affidavit dated 5 July 2012 at pp 37–38.

DBS Treasures Account held in the joint names of the Husband and his father

13 The Husband's position was that the monies in a DBS bank account (account number ending 58-3) ("the DBS Treasures Account") held jointly with his father belonged to his father and was not a matrimonial asset. The DBS Treasures Account had been opened to give the Husband easy access to funds borrowed from the father; an arrangement that the father had had with his other sons as well. It was not disputed that the Husband had paid, into this account, \$150,000 out of the \$162,451 that he received from the liquidation of a family company ("Company 1"),⁴ that was agreed to be a non-matrimonial asset. The Husband averred that he had transferred the \$150,000 to repay his father for previous loans. The Husband's father, in his affidavit of 3 June 2015, affirmed these points and explained that while his sons could withdraw the amounts they needed from his joint accounts with them, it was always on the understanding that until his demise, the funds were his and could only be withdrawn or used with his permission.⁵

14 I declined to include half of the monies in the bank account in the pool of matrimonial assets. In deciding this point, I took into account the Husband's father's wealth and propensity to be generous with and assist the Husband with his finances. The father's generosity continued even after the Husband had started working; for example, the father had contributed financially to the Husband's purchase of a car in January 1993; the Husband's purchase of a replacement car around 2000; the Husband's purchase of another car ("the Jaguar"), in 2001 through a cash gift of \$200,000; made a cash gift of about \$100,000 around February 2005, which the Husband deposited into his POSB

⁴ Husband's 2nd Affidavit dated 2 December 2013 at para 13.

⁵ Husband's Father's Affidavit dated 3 June 2015 at para 21.

bank account in his sole name; and contributed financially to the Husband's purchase of a BMW "7 Series" car in October 2007, when the Wife was given personal use of the Jaguar.

USA bank accounts

15 The funds in the USA bank accounts had been provided to the Husband by his father prior to the marriage for his study and living expenses in the USA.⁶ The Husband claimed that the Wife's name was subsequently added to the account only for easy access.

16 I included the monies in the USA bank accounts in the matrimonial pool. The monies in these accounts, although provided by the Husband's father before marriage, were used for the living and other expenses of the parties when they lived *as husband and wife* in the USA for two years from 1991 to the end of 1992. The Husband, in his 2nd affidavit had deposed that when the Wife was with him in USA, she had used the allowance that his parents had provided.⁷ The monies in the account had also been placed in their joint names.

17 Parties disputed the amount to be added to the pool. The Wife claimed that the full value of S\$157,864.94 as at 21 July 2009 should be added to the matrimonial pool.⁸ The Husband, at the 17 October 2017 hearing, took the position that when he and the sons had gone to the USA in August 2009, they had drawn on the monies in the USA bank accounts and he had also later spent other monies thereby reducing the balance to S\$108,000 in July 2015. I accepted

⁶ Husband's Written Submissions dated 11 December 2015 at paras 119–120.

⁷ Husband's 2nd Affidavit dated 2 December 2013 at para 82.

⁸ Joint Summary dated 17 May 2017; referring to WST's Letter to the Court dated 4 July 2016

that the Husband and the sons had drawn on the USA bank accounts during their August 2009 trip and the Husband had also used the monies for other expenses. On the evidence before me, I averaged the two figures proposed by the parties to obtain S\$132,932.47, which I added to the value of the assets in the matrimonial pool.

Watches with an agreed value of \$750,000

18 Parties agreed that their collection of luxury watches was worth \$750,000 and was a matrimonial asset. The only question was whether this collection of luxury watches was in the possession of the Husband or the Wife. Both parties denied possession.

19 I found that the collection of luxury watches was in the Wife's possession. My reasons are stated in my oral grounds recorded in the notes of evidence for 17 October 2017.⁹

Liabilities that the Husband wished to deduct from the matrimonial pool

20 In the Joint Summary, the Husband claimed for a number of his liabilities to be deducted from the total value of his assets to be included in the pool, which the Wife contested. These disputed liabilities totalling \$230,617.35 were:¹⁰

- (a) S\$20,617.35 liability to the Husband's parents for a loan taken for expenses in June 2009 ("the June 2009 loan");

⁹ Oral Judgment, Notes of Evidence dated 17 October 2017, pp 12–15.

¹⁰ Joint Summary dated 17 May 2017, pp 31–38.

(b) S\$3,000 liability each to the older son and the younger son for loans taken from them in November 2012 (“the November 2012 loans”); and

(c) S\$204,000 liability to a friend, one Mdm X, to buy a BMW “7 Series” car in January 2015 (“the January 2015 loan”).

21 I found that the Husband had failed to prove the June 2009 loan of \$20,617.35 from his parents. The Husband had not mentioned such a loan in his 1st affidavit filed on 5 July 2012, mention being made only in his 3rd affidavit filed on 27 October 2015.¹¹ The Husband’s father, in his affidavit filed on 3 June 2015, had made no mention of the June 2009 loan.¹² Further, while the Husband had, in his 2nd affidavit filed on 2 December 2013 averred that he had forgotten to include a loan of S\$48,000 from a friend (at [49]), no belated mention was then made of the June 2009 loan from his parents.

22 Similarly, the \$3,000 loans allegedly taken by the Husband from each of his two sons in November 2012 were not proved. The Husband made no mention of the November 2012 loans in his 2nd affidavit filed on 2 December 2013, mention being made only in his 3rd affidavit filed on 27 October 2015.¹³ As was the case with the June 2009 loan (see [21] above), the Husband made no belated mention of the November 2012 loans from his sons in his 2nd affidavit, despite having referred therein to a loan of S\$48,000 from a friend which he had previously omitted to mention. I also found it unlikely that he would borrow \$3,000 each from his two sons, who were then only 20 and 18 years old.

¹¹ Husband’s 3rd Affidavit dated 27 October 2015 at para 128, pp 623–625.

¹² Joint Summary dated 17 May 2017 at pp 31–32.

¹³ Husband’s 3rd Affidavit dated 27 October 2015 at paras 15, 75.

23 As for the January 2015 loan from Mdm X, since both parties had taken the position that Interim Judgment was granted on 21 November 2011, and as it was not disputed that the value of the relevant cars had been included in the pool of assets, this later January 2015 loan was not to be taken into account as it would amount to double counting.

Husband's allegation that the Wife had misappropriated \$158,905.84

24 Although the Husband had, in his 1st and 2nd affidavits,¹⁴ claimed that the Wife had misappropriated monies, this was only quantified in his 3rd affidavit filed on 27 October 2015.¹⁵ He claimed that the Wife had misappropriated \$687,866.84¹⁶ and repeated this in his submissions dated 8 March 2016.¹⁷ This was amended to \$675,121.00 at the 9 March 2016 hearing.¹⁸ After the Wife's production of documents from May 2016, the figure was reduced to \$229,405 in the Joint Summary of 7 September 2016.¹⁹ Upon production of more documents by the Wife from September 2016, the figure was then reduced to \$158,905.84 in the Joint Summary of 17 May 2017 and the Misappropriation Table filed on 12 May 2016.²⁰ I had, in my oral grounds of judgment issued on 17 October 2017, mistakenly thought that the \$158,905.84 included an amount of \$114,500 alleged to have been taken from the sons' trust accounts, thereby further reducing this sum to \$44,405.84. However, that was

¹⁴ Husband's 1st Affidavit dated 5 July 2012, p 13; Husband's 2nd affidavit dated 2 December 2013 at para 20(d).

¹⁵ Husband's 3rd Affidavit dated 27 October 2015, pp 427–487.

¹⁶ Husband's 3rd Affidavit dated 27 October 2015, p 168.

¹⁷ Husband's Skeletal Submissions dated 8 March 2016, p 41.

¹⁸ Joint Summary dated 10 March 2016, Exhibit P3, p 19.

¹⁹ Joint Summary dated 7 September 2016, p 24.

²⁰ Joint Summary dated 17 May 2017, p 70.

not so, and the figure therefore remains at \$158,905.84. Even so, this lower figure of \$158,905.84 is a reduction of more than half a million dollars from the first figure of \$687,866.84.

25 These alleged misappropriations by the Wife arose from payments that occurred in the early years of the marriage. It is not disputed that the Husband had given the Wife a free hand to manage the monies in the joint account (POSB/DBS Account ending with 24-4), his sole name account (POSB Account ending with 88-4) and the children's trust accounts (the older son's POSB Account ending with 41-1 and the younger son's POSB Account ending with 73-1) and that she had been the person handling the payment of the family bills and expenses. The Wife provided various explanations in response to the Husband's allegations listed in the Misappropriation Table filed on 12 May 2016. According to her, many of the withdrawals were made either for the family's or the Husband's expenses. Some of the withdrawals were reimbursements of monies paid upfront by her on behalf of the family. Given that many of these transactions had occurred a long time ago, and that the Husband had chosen to let the Wife manage the family's financial affairs over a prolonged period of time before she moved out in June 2009, it does not lie in his mouth to now claim that it is for the Wife, alone, to account for the use of these "misappropriated" funds. In the premises, I found that the Husband had not proved his allegation that the Wife had misappropriated the sum of \$158,095.84.

26 As for the Husband's claims that the Wife had misappropriated \$114,500 from the two sons' trust accounts, parties had earlier agreed that monies in these trust accounts were not matrimonial assets. The Wife claimed that she had, on the Husband's instructions and to pay for some of the Husband's purchases, transferred monies from the sons' trust accounts. Both sons are now

above 21 years of age. As such, I found that any issues relating to these trust account monies were not matters ancillary to or arising from the divorce of the parties. It was not for this court to deal with this matter or decide that the Wife had misappropriated the monies in the sons' trust accounts, without a proper application and hearing.

Summary of the pool of matrimonial assets

27 Based on my findings above, I found the net value of the matrimonial assets to be worth S\$5,809,359.49, comprising the following assets (the assets in dispute on appeal are highlighted in the table below):

S/N	Asset Description	Court's value (S\$)	Remarks
Parties' Joint Assets			
1.	Matrimonial home	3,800,000	Agreed
2.	Collection of luxury watches (as at 31 December 2011)	750,000	Agreed. I found that the Wife had possession of the watches.
3.	POSB Account ending with 24-4	267	Agreed
4.	POSB Current Account ending with 136	0	Agreed
Total for Joint Assets		4,550,267	
Wife's Assets			
1.	CPF monies (as at 28 June 2012)	244,039.86	Agreed

S/N	Asset Description	Court's value (S\$)	Remarks
2.	Surrender value of insurance policies	95,590.92	Agreed
3.	750 Singtel shares	2,250	Agreed
4.	Trade-in value of 2009 BMW 135i	73,288.20	Agreed
5.	POSB Savings Account ending with 92-7 (as at 23 June 2012)	3,078.09	Agreed
6.	POSB Savings Account ending with 04-6 (as at 13 October 2012)	6,005.67	Agreed
7.	HSBC Savings Account ending with 060 (as at 13 April 2012)	1,530.84	Agreed
8.	HSBC safe deposit box	0	Agreed
9.	POSB Savings Account ending with 54-4 (held in joint names with Wife's brother) (as at 23 June 2012)	259,202.61	Agreed but Husband contends that some of the monies came from the Wife's looting of the Husband's monies. I found that this was not proved.

S/N	Asset Description	Court's value (S\$)	Remarks
Total for Wife's Sole Name Assets		684,986.19	
Husband's Assets			
1.	CPF monies (as at 5 July 2012)	213,515	Agreed
2.	Surrender value of insurance policies	107,876.23	Agreed
3.	190 Singtel shares	710.60	Agreed
4.	1,200,000 shares in the Company	0	See [9]
5.	Trade-in value of 2007 BMW 730Li	75,000	Agreed
6.	2007 Renault Espace	28,000	Agreed
7.	Raffles Town Club Membership	1,385	Agreed
8.	POSB Account ending with 65-3	6,215	Agreed
9.	HSBC Current Account ending with 492	2,172	Agreed
10.	Surrender value of older son's insurance policy	6,300	See [12]
Total for Husband's Sole Name Assets		441,173.83	
USA Suntrust Assets			
11.	USA bank accounts	132,932.47	See [15] to [17]
Total Matrimonial Assets		5,809,359.49	

Determining the appropriate division of the matrimonial pool

28 The structured approach, as set out *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”) (at [17]–[30]), was summarised in three broad steps set out in *Twiss, Christopher James Hans v Twiss, Yvonne Prendergast* [2015] SGCA 52 (at [17]), as follows:

- (a) express as a ratio the parties’ *direct contributions* relative to each other, having regard to the amount of *financial* contribution each party made towards the acquisition or improvement of the matrimonial assets (“Step 1”);
- (b) express as a second ratio the parties’ *indirect contributions* relative to each other, having regard to both indirect *financial* and *non-financial* contributions (“Step 2”); and
- (c) derive the parties’ overall contributions relative to each other by taking an average of the two ratios above, keeping in mind that, depending on the circumstances of each case, the direct and indirect contributions may not be accorded equal weight and one of the two ratios may be accorded more significance than the other (“Step 3”).

29 I applied the structured approach to the present case in deciding the division of matrimonial assets.

Step 1: Parties’ direct financial contributions

30 At the 16 September 2016 hearing, after submission of the Joint Summary of 7 September 2016, it was agreed that the direct financial contribution for the assets in each of their sole names could be attributed to them solely save for the Wife’s 2009 BMW 135i (since then traded in) for which the

Husband claimed that he had made a contribution. However, the direct financial contribution for the latter was subsequently agreed. The dispute between the parties on this issue was therefore focused on their direct financial contributions to the assets held in their joint names.

Matrimonial home

31 The matrimonial home, now valued at \$3.8m, was bought for \$1.03m in the second half of 1992, when the Husband was still a student in the USA. The Wife, who was then a teacher, had taken no-pay leave to be with him in the USA. At contention was the sum of \$760,158.75, which the Wife claimed was a gift from the Husband's father to the parties.²¹ The amount of \$760,158.75 comprised of:

- (a) a \$400,000 cheque issued on 4 November 1992 by a family company ("the Family Company");
- (b) a \$267,158.75 cashier's order issued on 4 November 1992 from funds originating from the Husband's father's CPF monies; and
- (c) a \$93,000 cashier's order issued on 12 August 1992.

32 The Husband claimed that the amount of \$400,000 was paid from what was due to him from the winding up of the Family Company and that the remaining amounts of \$267,158.75 and \$93,000 were loans from his father.²²

33 There were also disputes over the attribution of the monies paid towards the renovation of the matrimonial home and an amount of \$4,880 that the

²¹ Joint Summary dated 17 May 2017, p 43.

²² Husband's 2nd Affidavit dated 2 December 2013 at para 10(b).

Husband claimed had been paid from the joint account when there were insufficient monies in the Wife's CPF account for payment of the housing loan.²³

- (1) \$400,000 cheque from the Family Company issued on 4 November 1992

34 In the Husband's 2nd affidavit, the Husband elaborated (at [10]–[11]) that the \$400,000 had been a cash payment advanced from his share or entitlement in the Family Company, which was to be wound up. There was no dispute that the Husband's shares in the Family Company were pre-marital assets. The Family Company had been formed by the Husband's father to hold in trust the dividends paid out by Company 1, in which the Husband had a share. The Husband claimed that his shares in the Family Company were given to him by his father and that he had left it to his father and the Family Company to work out the details for the payment of the purchase monies. He was an equal $\frac{1}{6}$ shareholder of the Family Company.

35 I accepted the Husband's position as stated by his father in the latter's affidavit made on 3 June 2015; viz, that the Family Company had been set up by the father as part of his initial estate planning to hold and consolidate all of his shares as well as the shares in Company 1 that he had transferred to his family members. As such, all dividends paid by Company 1 would be paid to the Family Company, which was wholly owned by the Husband's father's family.

²³ Husband's 3rd Affidavit dated 27 October 2015 at para 164.

36 As there is no appeal by the Wife and as my reasons have been given in my oral grounds as recorded in the notes of evidence of 17 October 2017,²⁴ I do not elaborate further save to say that I found that the sum of \$400,000 was the Husband's direct contribution to the property.

(2) Cashier's order for \$267,158.75 and Cashier's order for \$93,000

37 In the Husband's 1st affidavit, he claimed that he had paid the total sum of \$760,158.75 (including the sum of \$267,158.75 and \$93,000) for the matrimonial home.²⁵ In the Husband's 2nd affidavit, he changed his position and said that the cashier's order for \$267,158.75 came from his father's CPF monies and that both cashier's orders for the \$267,158.75 and \$93,000 were personal loans from his father to him.²⁶

38 The Husband, in his 3rd affidavit, changed his position again on the \$93,000, now claiming that the monies came from an old bank account number ending 49-2 that he held jointly with his father. This account had been opened before the marriage, was long closed and the monies therein had come from his pre-marriage dividends. As the \$93,000 came from his pre-marriage dividends, the direct financial contribution for this amount should be attributed solely to him.²⁷ Exhibited at page 526 of the Husband's 3rd affidavit was an 11 August 1992 letter to a law firm for payment of a sum of \$93,000 as option money, with a handwritten notation of a POSB account number ending 49-2, a cashier's order dated 12 August 1992 and a sum of \$93,000. No information was provided on this old bank account. The Husband's father, who had been handling the

²⁴ Oral Judgment, Notes of Evidence dated 17 October 2017, pp 19–20.

²⁵ Husband's 1st Affidavit dated 5 July 2012, p 7.

²⁶ Husband's 2nd Affidavit dated 2 December 2013 at para 10(b).

²⁷ Joint Summary dated 17 May 2017, pp 44–45.

purchase of the matrimonial property for the parties, did not, in his affidavit filed on 3 June 2015, mention this amount of \$93,000. I therefore did not accept that the \$93,000 came from the Husband's pre-marital assets.

39 As for the \$267,158.75, I did not accept the father's evidence in his affidavit filed on 3 June 2015 that this amount was a loan by the father to the Husband. The Husband had, in his first affidavit, said that he had paid this sum and had also clearly stated that he had no creditors. Furthermore, as I had previously stated (see [14] above), it was not unusual for the Husband's father to be generous in assisting the family by making substantial financial gifts.

40 In the light of the evidence, I found that the sums of \$267,158.75 and \$93,000 were gifts from the Husband's father to the parties.

(3) Renovation Expenses of \$96,710

41 The Husband's position as stated in the Joint Summary was that the \$96,710 for the renovation of the matrimonial home was the Husband's father's "loan/gift to the Husband alone".²⁸ The Wife's position was that this was a gift to both parties. The matrimonial home was purchased in mid-1992. By then, the parties had just started a family, with the older son being born in late 1991. The family returned to Singapore in January 1993. At the time, the parties were not financially able to make the payments themselves. This was acknowledged by the Husband in his 2nd affidavit (at [10(b)(ii)]). The Husband had, in his 1st affidavit, initially claimed that he paid for the renovation expenses, although some of the documents produced in his 1st affidavit (pp 63–73) bore his father's name. The Husband, in his 2nd affidavit, then changed his position, saying that the renovation monies were a loan to him.²⁹ This was contrary to his position in

²⁸ Joint Summary dated 17 May 2017, p 51.

his 1st affidavit, where he declared that he had no creditors.³⁰ The Husband's father, in his affidavit filed on 3 June 2015, made no mention of the renovation monies. In light of the evidence, I found that the renovation monies of \$96,710 were paid by the Husband's father as a gift to the parties.

- (4) Top up of \$4,880 from the parties' joint account when the Wife's CPF account was short of funds

42 The Husband claimed in his 3rd affidavit (at [164]) that a total of \$4,880 deducted from the joint bank account – because the Wife's CPF account contained insufficient funds for the housing loan repayment – should be attributed to him as he was the main contributor to the joint account. The exhibits of the bank statements (pp 511 to 522) showed amounts deducted for the home loan, denoted "HLN." The Wife disputed this, stating that she had not been given leave to respond to this allegation on affidavit since the Husband had only raised this allegation in his 3rd affidavit.³¹ I did not count this sum as a part of the Husband's contribution. The evidence was inconclusive as to whether the payment was made because the Wife's CPF monies were not sufficient for loan repayment.

Collection of luxury watches

43 In the Joint Summary of 17 May 2017, the Husband, consistent with the position taken by both parties at the hearing of 16 September 2016, said that the direct financial contribution for the whole of the \$750,000 value of the watches should be attributed to him.³² The Wife, in essence, stated in the Joint Summary,

²⁹ Husband's 2nd Affidavit dated 2 December 2013 at para 13.

³⁰ Husband's 1st Affidavit dated 5 July 2012, p 7

³¹ Joint Summary dated 17 May 2017, pp 50–51.

³² Joint Summary dated 17 May 2017, pp 54–55; referring to Minutes of 16 September

that she had transferred monies from her personal account into the joint account on several occasions to ensure that cheques issued from the joint account to pay for the watches would not bounce. The total known transfers from her personal account for which she had not been reimbursed was at least \$51,050, which should be attributed as her direct financial contribution. The exact amount, however, could not be conclusively ascertained because some of the bank statements were consolidated (as a result of the bank books not being updated periodically).³³ Based on the available evidence, I attributed 10% of the value of the watches (*ie*, \$750,000) or \$75,000, as her direct financial contribution.

Conclusion on the direct financial contributions of the parties

44 For the foregoing reasons, I found the following figures as representing the parties' respective direct financial contributions to the matrimonial pool:

	<i>Direct Financial Contributions (S\$)</i>	
	Husband	Wife
Matrimonial home	2,378,800	1,421,200
Collection of luxury watches	675,000	75,000
Joint bank account	133.50	133.50
USA	66,466.23	66,466.23

2016 Hearing, p 7.

³³ Joint Summary dated 17 May 2017, pp 54–55.

Accounts		
Subtotal for joint assets	3,120,399	1,562,799
Assets in parties' own name	440,543	685,616
Total value	3,560,942	2,248,415
Ratio	61.3	38.7

Step 2: Indirect contribution

45 This was a relatively long marriage of 21 years up to the Interim Judgment in November 2011. Although the Wife had taken no-pay leave from teaching to join the Husband in the USA from 1991 to 1992, I found that this was a conscious choice on her part as she was then a mature 34-year-old who wished to join him when he was studying in the USA. I would not regard this as a career sacrifice on her part. He was then already a student and she knew that he would be returning to the USA for his studies. Parties differed on their account on this, with the Husband claiming that he had not asked the Wife to join him, and that she had insisted on going to the USA.

46 Parties' indirect financial contribution was hotly disputed and each party had differing accounts. Based on a review of the movement of funds in parties' joint account and other accounts, I found that the Husband was, by far, the larger contributor to the parties' joint account. As for the issue of indirect non-financial contribution, the Wife would have been the main caregiver of the sons in the earlier years of their lives. She was on no-pay leave in the USA when the older

son was born in late 1991 and had again taken no-pay leave for a time to take care of the younger son, after birth. They had full time domestic help from the mid-1990s. The Wife was also the main person entrusted with handling and managing the household expenses including payment for all their purchases. I accept the Wife's claims that she had also assisted the Husband in setting up his Company and in some of the business operations. I noted that the Wife claimed that after she left the matrimonial home in June 2009, the sons, who were then 18 and 15 years old, had cut her out of their lives. Bearing in mind the Husband's amended Statement of Particulars and the Wife's amended counterclaim in the divorce, both of which were accepted by the other, this could have been a trying marriage.

47 After considering the totality of the circumstances, I decided, in the round, on an indirect contribution of 60:40 in favour of the Wife. I did so notwithstanding my finding that there were serious credibility issues with the Wife's accounts in her affidavits. However, I noted that much of that related to matters after 2009, when she moved out of the matrimonial home. I do not cover those matters here as they were covered in my oral grounds as recorded in the notes of evidence of 17 October 2017.³⁴

Step 3: Final ratio for division

48 Based on my findings above and applying equal weight to both direct and indirect financial contributions, the overall ratio was 50.65:49.35 (as calculated in the table below). I rounded this ratio off to 50:50.

³⁴ Oral Judgment, Notes of Evidence dated 17 October 2017, pp 23–24.

Direct Financial Contributions	61.3	38.7
Indirect Contributions	40	60
Ratio	50.65	49.35

Implementing the division order

49 On the distribution of the matrimonial assets, I ordered that each party retain the assets in their own names. As the Wife's 50% share of the total matrimonial assets amounted to \$2,904,679 and she had held \$1,434,984 of the pool of matrimonial assets (comprising the assets in her own name amounting to \$684,986.19 and the collection of watches valued at \$750,000), the Husband was ordered to pay the Wife the balance of \$1,469,695 (being 38.67% of the value of the matrimonial home) if he wished to take over the matrimonial home.

The sons' MSS applications

50 I now turn to discuss the sons' applications for the Wife to contribute towards their maintenance for their university expenses. The Wife resisted the applications claiming that the Husband had earlier committed himself to paying for the sons' university expenses.

51 It is not disputed that parties had always intended that the sons would further their studies in the USA. This intention had been formed in happier times, when the family was largely intact. The Husband in his 1st affidavit filed on 5 July 2012 (at [24]) had stated that he would maintain the sons solely,

including seeing them through college. He also asserted that he wanted the Wife to fully account for all monies she had taken from the bank accounts. There was no change in this stated position in the Husband's 2nd affidavit filed on 2 December 2013. It was only in the Husband's 3rd affidavit filed on 27 October 2015 that he said that he wanted the Wife to contribute to half of the sons' education costs and expenses.³⁵ He had changed his mind when he found out that the Wife had been "looting" their joint account. He claimed that the Wife had "looted" \$687,866.84. As I had previously stated (see [24] above), the Husband, after clarification from the Wife, reduced the figure by more than half a million dollars to \$158,905.84. The other event referred to by the Husband in his 3rd affidavit as leading to his wanting the Wife to contribute to the sons' maintenance was that he no longer received dividends from his father's company as it was liquidated in 2007. This was an event long past that the Husband would have already known of when he made his 1st and 2nd affidavits in 2012 and 2013.

52 That the Husband did not change his position on his paying wholly for the sons' maintenance until late 2015 suggests that he remained of the view that he had the means to pay for the sons' education in the USA. The case history also showed that the Husband's father was generous and willing to help out with family expenses. The Husband had himself, in his 2nd affidavit, said that it was no secret that his father was financially well off and successful in business. I make clear that my observation on this point does not detract in any way from the obligation of the Husband and Wife to maintain their sons until they complete their first university degree. It is clear that the Husband's father is not legally obliged to maintain the parties' sons. I noted that the Husband, pending my final decision, was still paying wholly for the sons' overseas university

³⁵ Husband's 3rd Affidavit dated 27 October 2015 at para 416.

expenses, including the costs of purchasing and running a car for each son although they are both attending the same university, albeit taking different courses and living off-campus. The Husband could also afford to take a \$204,000 loan in January 2015 to buy a new BMW “7 Series” car.

53 It was not disputed that the Wife was not consulted or kept informed by the Husband or the sons on their university choice or the costs and had first found out about these matters during the divorce ancillary matters proceedings. The Wife had been estranged from her sons since she left the family home in early June 2009 when they were 18 and 15 years old. The sons did not want any interaction with her. Whilst the Wife attributed this to the Husband’s doing, I was of the view that Wife’s relationship problems with her sons were largely of her own doing. As I had stated earlier (see [47] above), issues relating to the Wife’s credibility were dealt with and recorded in the notes of evidence for the 17 October 2017 hearing. One particularly contentious point was that the older son was particularly aggrieved at his mother’s having re-directed his mail, leading to problems with his national service enlistment and him having to elect his country of citizenship.

54 The Wife is seven years older than the Husband and was now 61 years old compared to the Husband’s age of 54 years. Of the two, the Husband was, in light of his overall situation, better able to maintain and pay for the sons’ education. The facts do not show any significant change in his circumstances since 2012 and 2013, when his first two affidavits were made. Based on my consideration of the entirety of the circumstances of the case and in assessing each party’s relative means and/or access to funds going forward, I dismissed the MSS applications by the sons for the Wife to contribute towards their maintenance as they complete their university studies.

Conclusion

55 For these reasons, I made the orders as aforementioned.

Foo Tuat Yien
Judicial Commissioner

Wong Hur Yui (Wee Swee Teow LLP) for the plaintiff in DT 4096
of 2009 and the applicants in MSS 2792 and 2793 of 2016;
Koh Tien Hua and Yoon Min Joo (Eversheds Harry Elias LLP) for
the defendant in DT 4096 of 2009 and the respondent in MSS 2792
and 2793 of 2016.
