

AON v AOO
[2011] SGHC 16

Case Number : Divorce Suit No 729 of 2009 (Registrar's Appeal No 108 of 2010)
Decision Date : 20 January 2011
Tribunal/Court : High Court
Coram : Judith Prakash J
Counsel Name(s) : Wong Yoong Phin (Wong Yoong Phin & Co) for the plaintiff; Christopher Yap (Christopher Yap & Co) for the defendant.
Parties : AON — AOO

Family Law

20 January 2011

Judith Prakash J:

Introduction

1 The plaintiff in these divorce proceedings was the husband. He and the defendant wife were married in Singapore on 3 February 1994. They subsequently had two daughters who were born, respectively, in December 1994 and February 1996. In January 2009, the husband confronted the wife with evidence of her association with another man. The wife admitted improper behaviour and the marriage subsequently broke down.

2 The parties subsequently entered a deed of settlement which was dated 16 February 2009 ("the Deed"). The recitals of the Deed recorded the husband's intention to commence proceedings against the wife for divorce because of her improper association with another man and also the wife's admission of such association. In the body of the Deed, the parties agreed that the husband would have sole custody of both daughters with reasonable access to the wife and that the wife would, within three months after the grant of final judgment in the divorce action, transfer all her right, title and interest in and to the matrimonial home to the husband without the need for him to refund to her the contributions made from her Central Provident Fund ("CPF") account for the purchase of the home. The husband was to bear the costs incurred in relation to the transfer and upon the transfer, he would have to be responsible for the outstanding loan and other moneys due to the Housing Development Board. The wife further agreed to provide for herself and waive all her rights to claim maintenance from the husband. There was a specific provision that upon the hearing of the divorce proceedings, the parties would consent to ancillary orders which reflected the terms of the Deed.

3 The husband started these proceedings on 17 February 2009. The wife did not contest the proceedings and, on 5 May 2009, interim judgment was entered dissolving the marriage. The wife did not attend the subsequent hearing of the ancillary matters. The husband sought a resolution of the ancillary matters in accordance with the terms agreed on in the Deed. Reflecting this, on 7 October 2009 the following orders were made in relation to the ancillary matters:

(1) ... [T]he Plaintiff [shall] have sole custody and control of the two (2) children of the marriage...with reasonable access to the Defendant;

(2) ... [T]he Defendant shall, within three (3) months from the grant of the Final Judgment and subject to the approval of the Housing & Development Board where required, transfer all her share and interest in the matrimonial flat at and known as [address redacted] ("the matrimonial flat") together with all furniture, fixtures and fittings and decorations therein to the Plaintiff with no CPF refund to be made to the Defendant's CPF account(s) and the Plaintiff shall henceforth bear:-

(a) the outstanding Housing and Development Board's loan;

(b) all moneys, if any, due to the Housing & Development Board; and

(c) all conveyancing, stamp registration and administrative fees relating to the said transfer;

(3) This Order be made subject to the Central Provident Fund Act, Chapter 36 ("the CPF Act") and the subsidiary legislation made thereunder and the CPF Board shall give effect to the terms of this Order in accordance with the provisions of the CPF Act and the subsidiary legislation made thereunder;

(4) [T]hat the Registrar or Deputy Registrar of the Subordinate Courts under Section 45 of the Subordinate Courts Act, Chapter 321, be empowered to execute sign or indorse all documents necessary to effect the transfer of the matrimonial flat on behalf of the Defendant should the Defendant fail to do so within seven (7) days of a written request being made to her;

(5) ... [T]he parties, including CPF Board, be at liberty to apply for further direction(s) generally; and

(6) ... [T]here be no order on costs.

Thereafter matters proceeded in the normal way, and the Certificate of Making Interim Judgment Final was issued on 10 November 2009.

4 On 8 March 2010 the wife filed an application to set aside the Interim Judgment, the Order of Court of 7 October 2009 ("the Ancillary Order") and the Final Judgment. This application was heard on 10 June 2010 by a District Judge ("the DJ") and it was granted to the extent that the Ancillary Order was set aside. The court refused to set aside the Interim Judgment and the Final Judgment. The wife was satisfied with the outcome of the hearing but the husband appealed against the setting aside of the Ancillary Order. I allowed his appeal on 7 October 2010 and restored the Ancillary Order. The wife now seeks to have my decision reversed.

The Grounds and the Decision below

5 In the first affidavit filed in support of the application, the wife stated that the grounds of her application were that the husband had misled her as to the nature and effect of the proceedings and she did not have independent legal advice throughout the proceedings. She emphasised that the Ancillary Order did not give her anything at all on the ending of a 15 year marriage. She further stated that she had been asked to sign the Deed without obtaining legal advice. She did not know the nature and effect of the divorce proceedings until she received a letter dated 31 December 2009 from the CPF Board and learnt that she had to transfer the matrimonial flat to the husband without receiving a refund of her CPF contributions. She also averred that her highest educational qualification was only the 'O' level and that she did not speak English very well.

6 In relation to the allegation that the husband had misled her, the wife explained the background that the husband had been in the travel business as a shareholder and director of a company known as [B] Pte Ltd ("[B]"). [B] had experienced financial difficulties as a result of which the husband had been made a bankrupt in 2003. He was discharged from bankruptcy in August 2007. The wife had gone through difficult times with the husband and during his bankruptcy the husband had incorporated and run a company called [C] Pte Ltd ("[C]") using her as the majority *shareholder and director*. *Thus he had managed to continue with his business despite his bankruptcy. Explaining her assertion that the husband had misled her, the wife said in her first affidavit:*

17. This is how the Plaintiff misled me:- he told me that [C] Pte Ltd was in financial difficulties and asked me to just listen to him so as to avoid re-living the difficult times when [B] Pte Ltd was in the same trouble.

18. The Plaintiff asked me to resign as a Director of [C] Pte Ltd on 12th January 2009. ...

19. Contrary to what the Plaintiff's *[sic]* claim, [C] Pte Ltd was in fact doing well and has business interests in Vietnam and Thailand.

20. I do not know what had happened to my shareholding in [C] Pte Ltd ...

21. I was similarly asked to sign the [Deed].

Those few paragraphs were all that the wife said on the most important allegation of her case and paragraph 21 was the only paragraph in the affidavit which dealt with the signing of the Deed.

7 The husband filed an affidavit refuting the wife's allegations. I will not detail it at this stage. He also adduced an affidavit from one Mr Chua Keng Loy, an advocate and solicitor, who had witnessed the wife's execution of the Deed. Mr Chua attested that before the wife executed the Deed he had asked her whether she had read, understood and was agreeable to its contents. She replied in the affirmative. Mr Chua also stated that he was purely a witness and that he had not rendered any legal advice to the wife.

8 In her grounds of decision, the DJ accepted that all the orders challenged had been regularly obtained but noted that the court had the power to rescind an order even if there had been procedural regularity in service if circumstances existed which justified the rescission of the order. She stated that the test was whether there was a real prospect of success for the party seeking to set aside the order. The DJ considered that the husband had capitalised on the wife's sense of guilt when she was confronted with her infidelity and that the wife had a real prospect of success in obtaining a share in the matrimonial assets and/or maintenance since she had been married for 15 years and there were two children from the marriage whom she had cared for. The Ancillary Order which had given her nothing at all had, therefore, to be set aside.

The Appeal

9 The first question which I had to consider was as to the proper approach to the original setting aside application. The DJ had cited the case of *Chng Yock Eng v Kwa Teck Meng* [2004] SGDC 268 ("*Chng Yock Eng*"), a decision of District Judge Lim Hui Min ("DJ Lim"), as authority for the proposition that a court could set aside an order on ancillary matters notwithstanding that it had been properly obtained if the applicant could show that she had a real prospect of success in the case if the order was set aside.

10 In *Chng Yock Eng* the respondent husband had applied to set aside a substituted service order, the Decree Nisi, the Decree Absolute and the ancillary matters order which the petitioner wife had obtained in divorce proceedings against him. The proceedings had been conducted and completed in the absence of the husband and, according to his evidence, he had only learnt about them about five months after the ancillary matters order had been made. The court first considered whether the orders could be set aside on the grounds of procedural irregularity ie on the basis that proper service had not been effected. Having held that in all the circumstances the substituted service order was good because the wife had no means of contacting the husband, and therefore the orders could not be set aside on the basis of bad service of the petition, the judge went on to consider the possibility of setting aside on the merits. The case was clearly one that involved the setting aside of a default judgment since the husband had had no knowledge of the proceedings and had not participated in them in any way.

11 DJ Lim noted that in *Low Choon Kung v Tham Chan Kum (m.w.)* [2004] SGDC 139 it was held that a Decree Nisi obtained by the husband there against the wife there was essentially a judgment in default of appearance and, following the test laid down in the case of *Alpine Bukit Transport Co Inc v Saudi Eagle Shipping Co Inc (The Saudi Eagle)* [1986] 2 Lloyd's Rep 221 ("the Saudi Eagle test"), if the wife was able to show that she had a defence which had a real prospect of success and carried some degree of conviction, the wife would be able to have the Decree Nisi set aside even if service of the divorce petition had been good. DJ Lim, however, declined to follow the Saudi Eagle test in relation to the setting aside of a Decree Nisi because she considered, correctly in my respectful view, that this test was inapplicable to the setting aside of judgments which have the effect of ending marriages. This was because s 99(2) of the Women's Charter (Cap 353, 1997 Rev Ed) specifically deals with the latter situation. The section states that a Decree Nisi may be rescinded if it is shown that material facts have not been brought before the court. The implication is that the only way to obtain such a rescission is to prove that the decree was issued because material facts which should have been disclosed were not. That is a stricter test than the Saudi Eagle test and is warranted when the consequence of the judgment sought to be set aside is to change the status of a married person. In relation to orders for ancillary matters, however, DJ Lim opined that the Saudi Eagle test would be appropriate because such an order would only affect a person's money or property or other ancillary rights and would not affect his status. DJ Lim went on to apply the material facts test to the situation in *Chng Yock Eng* and then set aside both Decree Nisi and the Decree Absolute on the basis that the wife in that case had not disclosed to the court material facts which were incompatible with the ground on which she had petitioned for divorce. The divorce should not, therefore, have been granted.

12 The law in *Chng Yock Eng* on the setting aside of judgments which end a marriage has not been questioned in later judgments. However, subsequent to *Chng Yock Eng*, the Court of Appeal in *Mercurine Pte Ltd v Canberra Development Pte Ltd* [2008] 4 SLR(R) 907 has clarified that in assessing whether a regular default judgment should be set aside, the appropriate test is that which was laid down in *Evans v Bartlam* [1937] AC 473, ie, whether the defendant could establish a *prima facie* defence in the sense of showing that there were triable or arguable issues, and not the Saudi Eagle test. This is a less stringent test than the Saudi Eagle test but, as the Court of Appeal itself observed (at [61] of that judgment), its revival of the *Evans v Bartlam* test did not necessarily affect those cases where the defendant's conduct called for the court to be less than ready to exercise its setting aside jurisdiction. For the reasons given below, even if it was appropriate to consider the circumstances here as akin to a default judgement situation, I would have held that the wife's conduct over the period of about a year precluded the court from readily exercising its setting aside jurisdiction in her favour. This was not a case of a one-off failure to take an action like enter an appearance or file a defence. Instead the wife repeatedly failed to avail herself of opportunities to take part in various stages of the proceedings.

13 I was, however, of the view that this case could not be looked at in the same light as a standard application to set aside a default judgment. This was because I considered the case to be more akin to a consent judgment case rather than a default judgment case.

14 In a case where ancillary orders have been made by consent, the correct approach to a subsequent application by one of the parties to set aside the order is that set out by Choo Han Teck J in the case of *Lee Min Jai v Chua Cheow Koon* [2005] 1 SLR(R) 548 ("*Lee Min Jai*"). There, the petitioner wife had appealed against the district judge's dismissal of her application to rescind part of a consent order in the Decree Nisi and to substitute a fresh order in its place. The relevant part of the consent order stated that the wife would transfer her share in the matrimonial flat to the husband upon payment of \$50,000 by the husband. The wife argued on appeal that when she agreed to this term she did not know she was a joint owner of the flat though she knew she had a share in the flat. Had she known she was possibly entitled to at least half the value of the flat she would not have agreed to accept only \$50,000 for her share. Her appeal was dismissed. In the course of his judgment, Choo Han Teck J stated:

5 Under s 112(4) of the Women's Charter (Cap 353, 1997 Rev Ed), the court "may, at any time it thinks fit, extend, vary, revoke or discharge any order made under this section, and may vary any term or condition upon or subject to which any such order has been made". But this section, and the authorities referred by Mr Chia, should not be construed as an invitation to revise the terms of a settlement merely so that they appear more equitable or will be, in fact, more equitable in the objective opinion of the court. Privately settled terms in respect of the ancillary matters in a divorce may not always appear to be fair. But divorce is a very personal matter, and each party would have his own private reasons for demanding, or acquiescing to, any given term or condition in the ultimate settlement. What the court should be alert to, is that one party had not taken an unfair advantage over the other in the course of negotiating and settling the terms. Hence, in *Dean v Dean* [1978] 3 All ER 758, the court held (as set out in the headnote) that:

[W]here an agreement between the parties had been reached at arm's length and the parties had been separately advised, the agreement itself would be *prima facie* evidence of the reasonableness of its terms, and formal discovery would probably be unnecessary.

6 In the present case, the matrimonial flat was a gift by the respondent's grandmother to him as well as the petitioner. The petitioner was aware that she had a share in that flat and told her previous solicitor so. The terms of settlement were clearly reached at arm's length, and there was no question of the respondent concealing any material fact from the petitioner.

15 The reason that I thought that the Ancillary Order here had to be considered in the same light as a consent order is that it tracked the provisions of paras 5, 6.1, 6.2 and 7 of the Deed in relation to custody, matrimonial property and maintenance. What the court had ordered in the wife's absence was only what she had agreed to in the Deed. As long as the wife had freely consented to the Deed, the Ancillary Order, which reflected the provisions of the Deed, should in my view be regarded as having essentially been made by consent. The wife's failure to participate in the divorce proceedings was an indication of her consent and took the Ancillary Order out of the category of orders obtained by default. After a detailed consideration of the circumstances I considered that on the evidence the wife had, on the balance of probabilities, freely agreed to the Deed.

16 In his first affidavit, the husband gave an account of how the Deed had come to be signed. He stated that he had confronted the wife with her improper association on 15 January 2009 and had told her that he could not bring himself to forgive her and would be divorcing her. He then spoke to

her on matters concerning the custody of the children, the transfer of the flat and her maintenance. At that stage, the wife appeared to accept the husband's terms. He then consulted solicitors and on 23 January 2009, the solicitors sent him a draft of the Deed. That same evening, the husband handed a copy of the draft to the wife and told her that if she was agreeable to its contents, she would have to attend at this solicitors' office to sign the Deed but that if she was not agreeable or wished to amend any part of it, she should get her own lawyer to communicate with his lawyers. On 12 February 2009, the husband was informed by his lawyers that the wife had signed the Deed in their office that day. The husband in turn executed the Deed on 16 February 2009 and the duplicate copy of the executed Deed was sent to the wife on 25 February 2009. The husband stated in his affidavit that he had never at any time misled, tricked, coerced, oppressed or induced the wife into agreeing to the terms of the Deed or into executing it.

17 The husband's affidavit was filed on 1 April 2010. The wife filed a reply on 12 May 2010. She disputed the husband's assertion that she was a polytechnic graduate but she did not dispute the husband's account of what had transpired on 15 January 2009, 23 January 2009 or 12 February 2009. All she said in relation to that account and his other assertions in relation to the conduct of the divorce was contained in paras 8 and 9 of her second affidavit which read as follows:

8. While the Plaintiff's detailed account of what transpired in this divorce proceedings may be true, I would like to highlight to the Court that I already deposed to in paragraphs 17 to 21 of my first Affidavit on how the Plaintiff had misled me.

9. I totally ignored the proceedings as the Plaintiff had asked to me listen to him and I did just that. It was clear to me that I only had to sign the [Deed] and do nothing else.

Her admission that the husband's detailed account of what transpired in the divorce proceedings was true was significant. There was no denial of the time lapse of eight days or so between the confrontation and time the draft deed was given to her nor any denial that the husband had told her if she did not agree to its contents she should get her lawyer to talk to his lawyer. Further, the affidavit did not deny that she had had the draft Deed for at least two weeks before she attended at the husband's solicitor's office to sign the engrossment. During those two weeks the wife had more than enough opportunity to seek independent advice. There was no evidence at all to substantiate any holding that the husband had in any way prevented or dissuaded the wife from getting independent legal advice.

18 It was also significant that the wife spent more time in her second affidavit retracting certain insinuations she had made about Mr Chua Keng Loy. In her first affidavit, she had stated:

My execution of the [Deed] was witnessed by a solicitor, Mr Chua Keng Loy as shown on page 4 of the [Deed]. I did not know who he was until my Solicitors, M/s Christopher Yap & Co. made some queries. Mr Chua Keng Loy was and is at all material times practices [*sic*] in the same firm as the Plaintiff's Solicitors.

Mr Chua in his affidavit responded by stating that he was a consultant in M/s Chua Hay & Partners at the time when the wife executed the Deed and that he had not joined the firm of solicitors acting for the husband until 1 September 2009, some seven months later. Prior to the wife's execution of the Deed, he had expressly informed her that he was merely witnessing her signing and was not rendering any legal advice. He had also asked her whether she had read, understood and was agreeable to the terms of the Deed. She replied in the affirmative. Mr Chua also stated that he and the wife had conversed in the English language. Mr Chua noted that in January 2010, the husband's solicitors had informed the wife's solicitors that when the wife executed the Deed, Mr Chua was not a member of

their firm. Despite knowledge of that information, the wife had made a mischievous allegation in her affidavit that he had at all material times, practised in the same firm as the plaintiff's solicitors.

19 The wife in her second affidavit regretted that sentence and asked the court to expunge it. She said that she was only trying to highlight that her execution of the Deed having been witnessed by Mr Chua could have given the false impression that Mr Chua was her independent solicitor when in fact he was not. She also went on to say that it could not be said that she had intended to show that Mr Chua has somehow misled her when she had clearly stated in her first affidavit that Mr Chua had written to confirm that he had rendered no legal advice to her.

20 It appeared to me that in her first affidavit, the wife had tried to give a misleading impression of Mr Chua's role even though she had reproduced his confirmation that he had not given her any legal advice. The wife's affidavit contained insinuations which she had to withdraw after Mr Chua went on oath to set the record straight.

21 The question was why the wife had made a point of asserting in her first affidavit that Mr Chua was a member of the husband's firm of solicitors when she had failed to give an account of exactly how she came to sign the Deed. This omission on her part in the first affidavit was significant. It gained further significance when she did not make use of the opportunity granted by her second affidavit to refute the husband's account of what had happened between 15 January 2009 and 12 February 2009. Whilst the wife made a rather vague assertion that the husband had asked her to listen to him to avoid reliving the difficult times when [B] was in financial trouble, that assertion seemed to relate to his request on 12 January 2009 (before the confrontation) that she resign as a director of [C]. She did not explain how that request was related to the signing of the Deed which took place a month later and after she had admitted her improper association. It appeared to me that in casting aspersions, however indirect, against Mr Chua, the wife was trying to build up her case for rescission of the Ancillary Order as she must have realised that the allegation of having been misled was not properly supported. It appeared to me that the DJ did not give much credence to this allegation either as she preferred to rely on an impression of the wife having been influenced by a feeling of guilt, something the wife herself had never expressed in any of her affidavits.

22 The wife's admission that the husband's account of the divorce proceedings was true was also significant because the husband's account showed that the wife had been kept fully informed of everything that occurred. In his affidavit, the husband gave the following account of what had happened in the divorce proceedings:

- (a) the Writ for Divorce, Statement of Claim, Statement of Particulars, Proposed Matrimonial Property Plan, Proposed Parenting Plan, Memorandum of Appearance and Acknowledgement of Service were all personally served on the wife at the matrimonial flat on 25 February 2009;
- (b) the wife did not enter appearance;
- (c) the husband's solicitors set the matter down for hearing;
- (d) by a Registrar's Notice of 10 March 2009 and addressed to the wife and the husband's solicitors, parties were informed that the hearing of the divorce was fixed for 5 May 2009 at 2.30pm;

- (e) on 5 May 2009, the wife failed to turn up for the divorce hearing;
- (f) upon extraction of the Interim Judgment for divorce, a copy of it was served on the wife under cover of the husband's solicitors' letter of 19 May 2009;
- (g) at the first Ancillary Pre-Trial Conference ("APTC") on 28 May 2009, the wife was absent and consequently, it was adjourned;
- (h) at the second APTC on 18 June 2009, the wife was absent again;
- (i) at the third APTC on 13 July 2009, the wife was absent and the court directed the husband's solicitors to inform her to:
 - (1) file and exchange her affidavit of means and assets with the husband's solicitors by 27 July 2009; and
 - (2) submit her form 22 and the Checklist at the next APTC fixed for 3 August 2009.
- (j) the wife was served personally with the husband's Affidavit of Means and Assets, Declaration of the Value of Matrimonial assets and the Checklist on 31 July 2009;
- (k) at the fourth APTC on 3 August 2009, the wife was absent again;
- (l) at the fifth APTC on 24 August 2009, the wife was absent again and the court fixed the hearing of the ancillary matters on 7 October 2009;
- (m) at the hearing on 7 October 2009, the wife was absent but the hearing proceeded resulting in the making of the Ancillary Order; and
- (n) a copy of the Ancillary Order and the Certificate of Making Interim Judgment Final dated 10 November 2009 were forwarded to the wife under cover of the husband's solicitors' letter dated 13 November 2009.

23 It is clear from the above account that the wife had many opportunities over a period of nearly ten months from 25 February 2009, when she was served with the divorce proceedings up to 7

October 2009 when the ancillary matters were heard, to attend court and inform the court either that she had been coerced or misled into signing the Deed or that she had simply changed her mind about agreeing to its terms because on reconsideration they were not fair to her. The wife did nothing of the sort. Her explanation for her inaction was that she had simply obeyed the husband when he told her to do as he said. This was an incredible explanation given that the wife was by her own admission quite capable of acting on her own behalf to secure her own happiness. The more probable explanation of her failure to take any action to obtain a better settlement in the divorce proceedings was that she had freely agreed to the terms of the Deed for her own reasons and had not changed her mind after the divorce proceedings had started. In failing to attend any of the hearings and letting matters proceed unchallenged she was simply giving concrete effect to her agreement to the terms of the Deed. The wife would have been fully aware from the various documents served on her that the husband was following the terms of the Deed in relation to the ancillary matters.

24 What *Lee Min Jai* established was that where parties to a divorce have come to a private settlement of the ancillary matters, the court cannot revise the terms of the settlement simply because in the court's view such revision would lead to a more equitable result. The court has to respect the fact that the parties would have had their own private reasons for agreeing to the settlement. It is only where one party had taken an unfair advantage over the other in the course of negotiating or settling the terms or where there had been some other inequitable circumstance that the court should interfere.

25 The husband had stated in his affidavit that he needed the wife to transfer the matrimonial flat to him without any refund so that he could use it as a home for the children of whom he wished to have custody. He had told her this and had also advised her as she was a polytechnic graduate, in good health and had another man to support her, she could easily provide for herself without maintenance from him since he would have to provide for the children and service the outstanding housing loan. Whilst the wife disputed the assertion that she had graduated from a polytechnic, she did not dispute that the husband had told her his reasons for wanting the flat to be transferred without refund and for not providing maintenance. The wife did not assert that the husband had withheld any material facts from her. The wife knew what her own educational status was and what her share in the matrimonial flat was. It is worth noting at this stage that the wife had contributed slightly less than \$4,000 to the purchase of the matrimonial flat whilst the husband's contribution was in the region of \$194,000 and there was an outstanding loan of about \$198,000. In terms of money alone therefore, the wife's contribution had not been significant.

26 In all the circumstances it appeared to me that the husband had not taken any unfair advantage over the wife in the course of settling the terms of the Deed. Her only allegation was that he had told her of financial troubles with [C] and asked her to resign as a director. Since her resignation was dated 12 January 2009, it was not, apparently, connected with the divorce and the confrontation that took place on 15 January 2009. The wife said nothing directly about this confrontation. Her only reference to it (implicit not direct) was her assertion that the husband's allegations regarding the breakdown of the marriage were not true and that he did not sleep apart from her from 15 January 2009 onwards. She gave no details as to how and when the draft Deed was given to her and did not dispute the husband's account of the same. All in all, her narrative of what happened was devoid of detail and insufficient to support an allegation let alone a finding that the husband had behaved unfairly or coercively or deceptively.

27 In the final analysis, I was satisfied that the wife had freely agreed to the terms of the Deed and, thus, to the terms of the Ancillary Order. I found no evidence that she had been deceived or coerced into entering the Deed. Despite having notice of the court proceedings, during a substantial span of time she did nothing to indicate that she had had second thoughts about the wisdom or

fairness of the provisions of the Deed or that she considered that she had been somehow duped into signing it. It was not until March 2010 that her weak allegations of being misled were made. The husband had engaged lawyers and had incurred expense during the course of the legal proceedings which included five APTCs and at least two hearings. Only after the whole process was completed did the wife attempt to participate and re-write the terms of the settlement. In my view, this attempt was not justified and had to be rejected.

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