Lai Min Tet and Another v Lai Min Kin and Another and Another Application [2004] SGHC 3

Case Number : OS 753/2003, OST 1/2003

Decision Date : 09 January 2004

Tribunal/Court : High Court

Coram : Lai Siu Chiu J

Counsel Name(s) : William J M Ricquier and Cheryl Lim (Tan Rajah and Cheah) for plaintiffs in OS 753/2003 and the defendants in OST 1/2003; Raphael Lee (Lee and Lee) for defendants in OS 753/2003 and the plaintiffs in OST 1/2003

Parties : Lai Min Tet; Lai Min Fee — Lai Min Kin; Lai Tien Keon Robert

Family Law – Advancement – Presumption – Whether presumption of advancement displaces resulting trust – Whether presumption valid in modern times

Trusts – Resulting trusts – Whether sufficient evidence of intention to create resulting trust – Whether evidenced in writing

The background

1 In Originating Summons No 753 of 2003 ("the OS"), Lai Min Tet ("LMT") and Lai Min Fee ("LMF") applied *inter alia* for the following reliefs against Lai Min Kin ("LMK") and Robert Lai Tien Keon ("Robert"):

(a) a declaration that the property known as No 3, Jalan Kembang Melati ("the property") registered in the names of LMK and Robert is held on trust for LMK, Robert and LMT as well as LMF in equal shares, alternatively, in such shares as the court determines;

(b) in the alternative, that the property be sold pursuant to s 3(4) of the Residential Property Act (Cap 274, 1985 Rev Ed) and the sale proceeds be distributed equally among LMK, Robert, LMT and LMF, alternatively in such shares as the court determines.

2 Conversely, in Originating Summons Transfer No 1 of 2003 ("the Transfer OS"), LMK and Robert claimed against LMT and LMF for the following reliefs:

(a) an order that they show cause why caveat CV/93645H ("the caveat") which they lodged against the property on 21 September 2000 against the whole of the property should not be withdrawn, removed and struck off the Land Register;

(b) an order that they forthwith withdraw the caveat from the Land Register and in default, the Registrar of Titles be directed to remove the aforesaid caveat;

(c) an order that they pay compensation to LMK and Robert under s 128 of the Land Titles Act (Cap 157, 1994 Rev Ed) for having lodged the caveat wrongfully or vexatiously or without reasonable cause;

(d) an order that each of them be restrained from lodging any further or other caveat or caveats in respect of the property.

3 The above two matters came on for hearing before me on the same day. I granted the OS (with costs to LMT and LMF) and declared that the property is held on trust by LMK and Robert for themselves as well as for LMT and LMF in four equal shares. I further gave the parties liberty to

apply. I dismissed the Transfer OS with costs to LMT and LMF. LMK and Robert are dissatisfied and have filed Civil Appeals Nos 113 and 114 of 2003 respectively against my decisions in the Transfer OS and the OS.

The facts

4 The facts stated in the following paragraphs are extracted from the affidavits filed by the parties, principally in the Transfer OS.

5 LMT, LMK, Ernest Lai Min Enn ("Ernest") and LMF are the four sons of Lai Kah Joo ("the father") and his wife Chung Sook Yow ("CSY"). LMT is the oldest, while LMF is the youngest, of the siblings. The father passed away on 21 September 1994, CSY died on 5 January 1996 while Ernest passed away in January 2000. Robert is a son of Ernest.

6 The father was a bank manager (of Chung Khiaw Bank) for about 15 years from 1959. He was an astute businessman who invested well, mainly in properties in Singapore, Malaysia and Australia. He was able to send his four sons overseas for tertiary education in Australia where they all attained professional qualifications, three as medical doctors and one as an engineer. The father was also a well-organised person who kept financial and other records meticulously, to the extent that he numbered the letters he wrote to his sons.

7 In 1967, the father bought the property from Chip Guan Realty Limited for a consideration of $81,500. The property was registered in the names of LMK and CSY as joint tenants. The father's name, although included in the first page of the Deed of conveyance dated 31 July 1967, was subsequently deleted. However, the mortgage of same date granted in favour of Overseas Union Bank Limited ("OUB") to secure an overdraft facility of $40,000, included the father's name (together with CSY's) as borrower, whilst LMK was the surety. At that time, LMK was the only son residing in Singapore as all his other siblings were still studying in Australia.

8 On 12 July 1971, the father and CSY executed mutual wills. In the event one of them predeceased the other, the survivor bequeathed his or her entire estate to the four sons in equal shares.

9 On 21 February 1973, CSY's interest in the property was transferred to Ernest for a consideration of $60,000. The 1973 mortgage was subsequently discharged in December 1983 and replaced by a new mortgage, also in favour of OUB, to secure a loan of $650,000.

10 On 23 November 1979, the father and CSY executed wills in Australia. The father bequeathed all his Australian properties to LMK while CSY bequeathed all her Australian properties to LMT. The Australian properties (two properties) of the father and CSY were however subsequently sold, in November and August 1984 respectively.

11 On 3 January 1984, the father's name was added as a joint tenant to the property in return for a stated consideration of $230,000 paid to the other two joint tenants, LMK and Ernest (which LMK denied he and Ernest received). A mortgage of the property was granted at the same time to OUB to secure a loan of $150,000. By then, the father had retired while LMK and Ernest had qualified as an electrical engineer and a doctor respectively.

12 Upon the father's demise on 21 September 1994, his interest in the property devolved to LMK and Ernest by virtue of the right of survivorship. By an Instrument of Declaration to Sever a Joint Tenancy lodged with the Land Titles Registry on 28 August 1996, LMK and Ernest severed their joint

tenancies. Thenceforth, they held the property as tenants-in-common in equal shares, as neither wanted the right of survivorship to apply, for the sake of their own families.

13 Before his demise on 21 September 1994, the father consulted a lawyer Cyrus Patel ("Patel") on making a fresh will. A draft will was prepared by Patel in July 1993 as well as a deed of severance for the property. The draft deed of severance was executed by the father but not the will, before he passed away at the ripe old age of 91. An affidavit was filed by Patel to confirm these facts.

14 By a Transfer dated 23 November 1999 and registered on 3 December 1999, Ernest transferred his half interest in the property to Robert, for a stated consideration of $1.5m.

15 LMT and LMF were prompted to lodge the caveat as a result of a conversation between LMF and the wife of Ernest on 6 December 1999. LMF called to inquire about Ernest's health, which had deteriorated since 1997, when it was discovered that Ernest was suffering from lung cancer. In the course of conversation with his sister-in-law, LMF was shocked to be told that Ernest had transferred his share of the property to Robert two years earlier. Later, LMF and LMT found (from searches conducted in the Registry of Titles) that this information was untrue as the Transfer was in fact effected in November 1999 and registered three days before LMF's conversation with Ernest's wife.

16 LMF spoke to LMK on 7 December 1999 and suggested that the property be sold with the sale proceeds being divided equally amongst the four brothers, in view of the serious illness of Ernest. He said LMK gave a non-committal answer, which LMK denied. LMK deposed (in his third affidavit) that he was simply shocked and surprised. After recovering from his shock, LMK informed LMF that the matter had long since been decided by the father to which LMF responded with an "okay" before he hung up the telephone.

17 According to LMF, he had several conversations over December 1999 and January 2000 with LMK who alleged that the properties in Australia belonged to LMF and LMT while the property in Singapore belonged to him and Ernest. LMF reminded LMK that the Australian properties had already been sold and the sale proceeds repatriated back to Singapore to the father and CSY. The money had been used by the father for general as well as for funeral expenses. LMF pointed out that the father had intended, under his will, that all four sons should share the property equally. LMK replied that the father's will did not count.

18 Despite the fact that the father and CSY had executed mutual wills back in 1971 (which wills had never been revoked), LMF complained that LMK petitioned (in October 1995) for letters of administration (in Probate No 2162 of 1995 in the Subordinate Courts) to the father's estate, on the basis he had died intestate. I should point out that LMK in his third affidavit disclaimed knowledge of the father's will which he said he only knew in June 2000 when it was revealed by LMT. He added that he had asked CSY at the time of the father's demise and she had told him the father did not leave a will. The petition was accompanied by a Renunciation and Consent form filed by CSY. The grant of letters of administration was extracted on 10 January 1998. LMF alleged that as the administrator, LMK was supposed to distribute one-eighth of the father's estate to LMF and LMT but he never did. LMF said the father had various bank accounts which held moneys totalling $267,705.70 but neither he nor LMT received their share of $33,463.21 ($267,705.70 ÷ 8) from LMK. The figure $267,705.70 appears in the schedule of assets that the Commissioner of Estate Duties attached to the Grant of Probate (exhibited by LMF in his supplementary affidavit filed on 9 July 2003). This allegation was denied by LMK. In item 5 of the schedule, the property was stated to be exempted from estate duty, pursuant to s 14(3)(a) of the Estate Duty Act (Cap 96, 1997 Rev Ed).

19 Both LMT and LMF are Australian citizens and currently reside in Sydney, New South Wales.

According to valuation reports commissioned by counsel for LMT and LMF, the property (which comprises of a two-storey detached house sitting on 10,409 sq ft or 967 m² of freehold land) was valued at $450,000 as at January 1973 and $1m as at December 1983.

20 I should observe that throughout the years, all four sons borrowed various sums of money from the father, either to purchase homes for their families or clinics for their medical practices, or both. They were expected to, and did, repay the loans unless the father "forgave" their debts. Even then, LMT deposed that he continued to repay the father what he owed. Further, the older siblings were expected to help the father pay for the education of their younger brothers. As LMT is more than ten years older than the second son LMK, LMT shouldered the burden more than his brothers, particularly with regards to LMF's education, for whose education he bore half the cost.

Submissions of the parties

Arguments canvassed for LMK and Robert

21 Counsel argued that LMK and Robert held the property as tenants-in-common in equal shares, both legally and beneficially. Consequently, neither LMT nor LMF had any interest in the property capable of being caveated under s 115 of the Land Titles Act ("the Act"), read with s 4 of the Act which defines "an interest in land" to mean "any interest in land recognised as such by law and includes an estate in land". As there was no basis for the caveat to be lodged, it should be removed. Hence, the application in the Transfer OS was made under s 127 of the Act.

22 Counsel further argued that all previous transfers and conveyances of the property, and the vesting of the property in various persons at various times, were legitimate and *bona fide*. The father did not create an express or other trust bestowing any estate or interest in the property to either LMT or LMF, nor is it possible to imply any such or other resulting trust at law. His other argument was that there was a presumption of advancement from the father to CSY and LMK as his wife and son respectively.

23 Although he accepted that the father had written many letters over the years to the four sons (which LMT exhibited to his various affidavits), counsel pointed out that no letters were produced which showed that *before* 15 August 1967, there was any reference to any trust created in the property, nor was there any evidence to show that the father intended to create any trust in the property. He submitted that the dealings and letters referred to by LMT and LMF fell short of supporting any sort of resulting trust and that equity will not conjure up an interest where there is none.

24 It was also unclear whether it was the father who provided the funds for purchasing the property from the developer as, LMK had deposed that he gave all his salary to his parents in those days, as he was the first to graduate (as an engineer) and commence working. However, it was clear that neither LMT nor LMF provided any part of the purchase price. Even if the father had paid the full purchase price, counsel argued that a presumption of advancement but not of a resulting trust would arise and would not be rebutted, citing *Tinker v Tinker* [1970] 1 All ER 540. He relied on the following facts to support his submission:

(a) CSY and LMK signed the conveyance from the outset;

(b) copies of correspondence relating to the purchase of the property exhibited in LMK's second affidavit were signed by CSY and LMK and where the father signed, he did so for and on behalf of CSY and LMK;

(c) the fact that the father's name was deleted from the conveyance indicated that he did not want any share in the property;

(d) if the father wanted a share in the property, there was no reason why he could not have held the property in his own name at the outset;

(e) on 20 December 1983, when the father became a joint tenant of the property, he would have been a tenant in common instead, had he retained a beneficial interest in the property;

(f) between 20 December 1983 and his demise on 21 September 1994, the father did nothing to assert his ownership of the whole of the property; the documents prepared by Patel are suspect as the father by then was 91 years of age;

(g) at no time did the father execute any instrument purporting to vest any interest in the property to either LMT or LMF;

(h) on 12 January 1973, when CSY conveyed her share in the property to Ernest, the father did nothing to prevent or object to the same; in fact no one raised any objections to the conveyance;

(i) even if there was a resulting trust, the beneficiary of such trust would be the father, not LMT or LMF. Further, after the father himself became an owner of the property, he did not make any gift of any part of the property to either LMT or LMF. Consequently, the property vested in the remaining joint tenants LMK and Ernest by the right of survivorship.

25 Counsel relied on *Parker and Mellows:The Modern Law of Trusts* (7th Ed, 1998) at 247 for the kind of evidence that is admissible for the purpose of rebutting the presumptions of resulting trust and advancement. The learned authors there cited *Shephard v Cartwright* [1955] AC 431 where (at 449) Viscount Simonds (quoting from the 24th edition of *Snell's Equity* at 153) stated:

> The acts and declarations of the parties before or at the time of the purchase, or so immediately after it as to constitute a part of the transaction, are admissible in evidence either for or against the party who did the act or made the declaration … But subsequent declarations are admissible as evidence only against the party who made them, and not in his favour.

26 Applying the above principle to the facts of this case, counsel submitted:

(a) evidence of the acts or declarations of the father before, at or so immediately after the purchase of the property so as to constitute part of the transaction of purchase can be used to support the presumption of advancement;

(b) evidence of acts or declarations of the father before, at or so immediately after the purchase of the property as to constitute part of the transaction of purchase can be used to rebut the presumption of advancement;

(c) evidence of subsequent acts or declarations of the father cannot be used to rebut the presumption of advancement.

27 The father's unilateral execution of the deed of severance on or about 29 July 1993 is not admissible evidence, not to mention that the document itself is not effective to sever the joint tenancy. Section 53(5) of the Act, which allows joint tenancies to be severed, only came into

operation on 1 March 1994. A similar provision in s 66A(3) of the Conveyancing and Law of Property Act (Cap 61, 1994 Rev Ed) only came into operation on 20 August 2001. As such, before 1 March 1994, a unilateral declaration by one joint tenant of his intention to sever a joint tenancy was not sufficient to effect severance of a joint tenancy, according to the appellate court in *Sivakolunthu Kumarasamy v Shanmugam Nagaiah* [1987] SLR 182, even when such declaration was communicated to the other joint tenant(s). In *Diaz Priscillia v Diaz Angela* [1998] 1 SLR 361, the Court of Appeal held that after 1 March 1994, such unilateral declaration was effective to sever a joint tenancy, even though it was not registered pursuant to s 53(6) of the Act.

28 Under the terms of the Australian wills, the father intended LMF and LMT to have his and CSY's Australian properties respectively while he intended LMK and Ernest to inherit the Singapore properties. In support of this argument, counsel referred to the father's purported words to LMK regarding the property – "What are yours are legally yours".

29 The interest of LMT and LMF in the property can only be as strong as the father's claim. The father had no interest in the property until he himself became a joint tenant with LMK and Ernest on 20 December 1983. Prior thereto, he had no interest which he could possibly devolve to either LMT or LMF.

30 Finally, counsel noted, LMT and LMF did nothing for many years. It is only now, after Ernest had died, that they suddenly appeared with their allegations.

Arguments presented for LMT and LMF

31 From the outset, counsel for the two brothers accepted the principle that his clients had to show that they had an interest in land which was caveatable. He argued that LMT and LMF indeed had such an interest as the property was paid for by the father who always intended that the same should be divided equally amongst his four sons.

32 Counsel submitted that there was a resulting trust in favour of the father as he had paid for the property initially. This can be seen from a letter he had written as early as 4 September 1966[1] where he referred to the property in para 4:

> The house I booked in Chip Hock Garden is about 70% completed. So far I have made 4 payments amounting to $28,525.00 and have received notice yesterday to pay another $12,975.00 within 10 days. The balance of $40,000 will be under a mortgage loan by Overseas Union Trust Ltd. The house will be nearing completion in about 3 months time … I am now planning for the entire furnishing of the house which will easily cost over $10,000.

LMK had admitted as much in his third affidavit filed on 5 August 2003 where (in para 23) he said:

> I wish to clarify that I had never disputed that most of the monies needed to purchase the property came from our father. However, as mentioned in paragraph 9 of my second affidavit, I believe that our father gave me (and subsequently Ernest) the property because we made good on our promises to return back to Singapore.

33 Shortly after he had moved into the property, the father wrote to LMT (and his wife) on 14 April 1968 in these terms:

> I am sure you will like my new house when you come home at the end of the year. It is already quite impressive to those who come to my house for the first time …

leaving no doubt that he regarded the property as his own from the outset.

34 As late as 3 February 1973[2] when he wrote to LMT from Tokyo, Japan (where he was posted by United Overseas Bank) the father still regarded the property as his own:

> When the overdraft arrangement is completed, both Kin [LMK] and Enn [Ernest] must control their joint account carefully. As it is secured by the mortgage of our 3 Jalan Kembang Melati [the property], the risk of losing it is very great unless your utilisation of the overdraft is sound and you are able to pay the bank interest without difficulty. We must keep the house forever in our family because it is a good residence in the prestigious District 10 …

35 Consequently, the father would be deemed to be the sole beneficial owner of the property until his death in 1994 as he gave directions (at various times) as to how the registered title or the legal estate should be held. Therefore, on the father's demise, the property should have devolved either in accordance with his 1971 will or according to intestacy rules. In either event, the property should ultimately have devolved to the four sons in equal shares.

36 Turning to the father's intentions regarding the property, counsel referred to other letters the father had written to his sons during his lifetime. In a letter dated 19 February 1963[3] to Ernest, the father said:

> … I am heavily in debt as a result of buying a house and booking another one which will be completed in a matter of months from now. I hope when the time comes and you are earning money, you will help me to pay off the debts arising from the purchases of these houses which eventually will be an asset to be shared all your brothers

In a letter dated 25 July 1971[4] to LMT the father wrote:

> As you are aware, the house we are living in and bought at about $82,000 is in the joint names of mum and Min Kin. This is because I don't want to have any trouble over death duty in future. It must be understood by all of you that the joint owner with mum of my properties is holding in trust for himself and his 3 brothers in equal shares and your mum's share will eventually belong to her 4 sons in equal shares under her will.

The father then went on to discuss the property tax or tax problems of using LMT's name to buy properties in Singapore as he was a non-resident. However, his intentions from the above passage were clear. All his sons were to inherit his and CSY's properties in equal shares.

37 In yet another letter dated 3 February 1973[5] addressed to LMT, LMK and Ernest (after Ernest had replaced CSY as joint owner of the property), the father reiterated his intentions when he said:

> By the way, have Kin and Ernest signed a deed to declare that each is holding in trust a half share for his brother - Tet And Fee - in respect of 3, Jalan Kembang Melati. Your mum and I have long ago decided that any property owned by us must be equally shared by our 4 sons after our death. We want to be fair to each and every one of our sons.

38 The above letters coupled with the mutual wills executed with CSY dated 12 July 1971, the draft will prepared by Patel and the father's execution of the deed of severance, were clear indications of the father's constant and unchanging wish over 20 years - he wanted his four sons to inherit his estate equally, including the property. Counsel submitted that an express trust was

therefore created in favour of LMT and LMF; he relied on s 7 of the Civil Law Act (Cap 43, 1999 Rev Ed), *Rochefoucauld v Boustead* [1897] 1 Ch 196 and s 46(2) of the Land Titles Act.

39 As an alternative to his submission that an express trust was created by the father's many letters to his sons, counsel argued that at the time of the father's demise, he, LMK and Ernest were tenants in common in equity. The father's equitable interest in the property formed part of his estate and both LMT and LMF are entitled to a quarter share each, notwithstanding their unequal contributions towards the purchase price (relying on the Privy Council decision in *Malayan Credit Ltd v Jack Chia-MPH Ltd* [1984–1985] SLR 91).

The decision

40 I accepted the arguments presented by counsel for LMT and LMF and ruled in his clients' favour, for the reasons which I shall now set out.

41 One of the arguments put forth by LMK and Robert was, that the property was meant for LMK and Ernest because the father intended LMT and LMF to inherit his and CSY's Australian properties. However, that argument was unsustainable as LMT had deposed in his second affidavit (which LMK and Robert did not deny or rebut) that the only two Australian properties CSY and the father ever owned were sold in August and November 1984 respectively and the sale proceeds remitted to them in Singapore.

42 Another argument advanced by LMK and Robert was that the father "rewarded" LMK and Ernest with the property for their decision to live in Singapore, unlike LMT and LMF who chose to settle in Australia. This argument was not substantiated by any document, let alone the father's letters. On the contrary, the father's correspondence showed his great affection for LMT and LMF even after they had settled in Sydney, and for his grandchildren by them. The father's main concern was that his sons should marry Chinese girls, as can be seen from his letter dated 3 February 1973[6] where he expressed relief that LMF had "disentangled" himself from an Australian girlfriend. There was no hint from the father that he intended to treat LMT and LMF differently merely because they chose not to return to Singapore. Above all, he never indicated he would punish, let alone disinherit, them for settling in Australia.

43 I also rejected another argument of the brother and nephew that, over the years, neither LMT nor LMF objected to the fact that LMK and Ernest held the property in their names. Quite simply, no objections were raised because neither LMT nor LMF had reason to believe or suspect that LMK and Ernest would not be abiding by the father's wishes that his four sons would inherit his estate (including the property) equally. It was only when LMF discovered that Ernest had transferred his interest in the property to Robert and that LMK and Ernest had earlier (in 1996) severed their joint tenancies, that he and LMT realised the true intentions of LMT and Ernest, and filed the caveat.

44 I was sceptical of LMK's claim (in para 9 of his third affidavit) that neither he nor Ernest had anything to do with the deed of severance dated 28 August 1996 and that it was LMT's idea, not the father's. Why would LMT prejudice his own interests by making such a suggestion?

45 Counsel for LMK and Robert had submitted that there was no correspondence from the father *before* 15 August 1967 evidencing the creation of a trust for the property. That argument missed the point altogether – we are not concerned here with the creation of a formal trust instrument. What needed to be established was the father's intention throughout the years as regards the property. Counsel for LMT and LMF had pointed out that a declaration of trust of land does not have to be *made* in writing but must be *evidenced* in writing. This was apparent from the father's many letters

over the years to his sons where he repeatedly stated that whichever son held the property (with CSY) did so on behalf of the other sons who were not the registered owners. I accepted this submission as it is encapsulated in s 7(1) of the Civil Law Act which states:

> A declaration of trust respecting any immovable property or any interest in such property must be manifested and proved by some writing signed by some person who is able to declare such trust or by his will.

Section 7(3) of the same Act went on to add:

> This section does not affect the creation or operation of resulting, implied or constructive trusts.

Section 7 of the Civil Law Act came into effect on 12 November 1993, before the father's demise. Prior thereto, the UK Statute of Frauds 1677, which contained similar provisions, applied. Counsel also cited *Lewin on Trusts* (17th Ed, 2000) at 30–36, [3-04] to [3-17] to make the same point.

46 I turn next to the counter-argument that a presumption of advancement arose in favour of LMK and Ernest from first the father and later the mother, when the property was initially registered in the names of LMK and CSY, and later, when CSY transferred her interest to Ernest. Counsel for LMK and Robert had cited *Tinker v Tinker* ([24] *supra*) to support this submission. However, that case, seen in its proper context, concerned matrimonial property. It should also be borne in mind that *Tinker v Tinker* is a 1970 case. Since then, the presumption of advancement has increasingly been applied as a principle of last resort. *Tinker v Tinker* was decided by the Court of Appeal in December 1969. It was preceded by the House of Lords decision in *Pettitt v Pettitt* [1970] AC 777 where their Lordships (Lord Reid, Lord Hodson and Lord Diplock) opined that there is no longer any reasonable basis for the presumption of advancement and the considerations which gave rise to it, to apply in modern times. In any event, it is clear that the presumption of advancement cannot apply to the initial registration of the property in LMK's name. The father's letter dated 25 July 1971 made it clear that it was done for property tax considerations as LMK was the only son then living in Singapore, while the later transfer from CSY to Ernest of her interest was due to estate duty reasons.

47 Counsel for LMK and Robert made an incorrect submission when he stated that the father did nothing between 20 December 1983 (after becoming a joint tenant) and the date of his demise (21 September 1994). The father had executed a draft deed of severance to sever his joint tenancy in July 1993 indicating that he did not want the right of survivorship to apply to his interest in the property. As for counsel's contention that the draft deed is suspect due to the father's age (91), there is not only no evidence to support this allegation but there is in fact evidence to the contrary. Patel (the father's solicitor) had filed an affidavit which stated he found the father clear and lucid in his thinking (albeit in poor health) when Patel visited the father at Mount Elizabeth Hospital in July 1993. So too did LMT in his second affidavit (para 37), pointing out that the father was able to attend a two-year Chinese Computer course up to May 1992 conducted by the National University of Singapore[7] and exhibiting photographs[8] which showed the father could still read newspapers (and books apparently) when he was warded at the Mount Elizabeth Hospital.

48 In the light of the evidence I have referred to, which showed the father's unwavering intention over 27 years (the date of purchase to the date of his demise) that his four sons should inherit his and CSY's estate equally, there can be no doubt that a resulting trust arose in favour of the father from whoever held the property at the material time. The presumption of a resulting trust was not displaced in this case by the presumption of advancement. Consequently, I granted the various orders requested by LMT and LMF in the OS and dismissed the Transfer OS.

[1]Exhibit LMT-14

[2]Exhibit LMT-6

[3]Exhibit LMT-10

[4]Exhibit LMT-13

[5]Exhibit LMT-6

[6]Exhibit LMT-6

[7]Exhibit LMT-35

[8]Exhibit LMT-36