

Chan Yuen Boey v Sia Hee Soon
[2012] SGHC 92

Case Number : Divorce Transfer No 573 of 2008/C
Decision Date : 02 May 2012
Tribunal/Court : High Court
Coram : Steven Chong J
Counsel Name(s) : Wong Khai Leng (Mallal & Namazie) for the plaintiff; Alyssa Lee (Alyssa Lee & Co) for the defendant.
Parties : Chan Yuen Boey — Sia Hee Soon

Family Law – Ancillary powers of court

Family Law – Division of matrimonial assets

Family Law – Maintenance – wife

2 May 2012

Judgment reserved.

Steven Chong J:

Introduction

1 This case concerns ancillary matters flowing from the breakdown of a long marriage of 36 years. The parties, who were married on 9 December 1972 [\[note: 1\]](#), are now well into their mid-60s – the wife is 65 years old and the husband is 66 years old. Divorce proceedings were commenced by the wife on 4 February 2008, and the interim judgment for divorce was granted on 18 April 2008.

2 The parties had two children during their marriage. Both are independent and self-supporting – the daughter is now 37 years old, and the son, 35 years old [\[note: 2\]](#) – and no custody issue arises. The ancillary issues at hand thus relate only to the just and equitable division of the matrimonial assets, and maintenance of the wife that would be reasonable in the circumstances.

Relevant facts

3 After the parties married in 1972, they stayed in a 2-room flat in Toa Payoh at a monthly rental of \$40, paid by the husband. [\[note: 3\]](#) They moved into a 5-room HDB flat in Ghim Moh (“Ghim Moh flat”) in 1976 [\[note: 4\]](#), and subsequently bought a terrace house at Namly Place (“the Namly House”), which they rented out from 1993 to 1996 at \$1,800 per month. [\[note: 5\]](#) They began to live in the Namly House in September 1996. [\[note: 6\]](#) In October 1999, three years after moving into the Namly House, differences between the parties drove the wife to move to a separate bedroom in the Namly House (“the Separate Bedrooms Arrangement”). [\[note: 7\]](#)

Respective financial contributions to the family

4 It was undisputed that the husband was, throughout the marriage, the main breadwinner of the

family. [\[note: 8\]](#) By contrast, the wife had been a homemaker since the birth of the children. She did, however, engage in part-time or ad hoc work from time to time [\[note: 9\]](#), which gave her the flexibility to care for the children and the family. The wife's low level of income during the marriage was reflected in a record of her employment history between 1980 and 2008, produced by the husband. [\[note: 10\]](#)

5 The Namly House was purchased at \$780,000. [\[note: 11\]](#) The mortgage has since been discharged. Its current value is approximately \$3.4 million. The parties' respective direct financial contributions towards the purchase of the Namly House are disputed. While the husband claims to have paid 100% of the purchase price [\[note: 12\]](#), the wife claims to have contributed 12% of the purchase price using \$19,000 from her CPF account and \$78,000 withdrawn from her POSB Bank account and paid towards the 10% deposit [\[note: 13\]](#) (see [\[41\]](#) below).

6 Of her indirect financial contributions, the wife pointed to [\[note: 14\]](#) (a) payments allegedly made for household furnishing, renovations, and landscaping; and (b) her share of the Ghim Moh flat sale proceeds, which she claims to have ploughed back as loan repayments in respect of the Namly House. [\[note: 15\]](#)

Respective non-financial contributions to the family

7 The wife's non-financial contributions to the family were quite substantial. As the family did not engage domestic help for most part of the marriage [\[note: 16\]](#), the wife did the marketing and took care of the household and the children. [\[note: 17\]](#) It was also the wife who managed the tenancy matters of the Namly House during the period of its rental, viz, putting out and paying for advertisements, arranging for viewings of the house and collecting rent. [\[note: 18\]](#)

8 The husband claims that he also made non-financial contributions to the household by cooking for the family, doing the household chores and participating in the upbringing of the children. [\[note: 19\]](#) This is disputed by the wife who claims that the husband was an absent father. [\[note: 20\]](#) She claims that instances of the "recent phenomenon" of him cooking for the family are few and far between. [\[note: 21\]](#) The children have not sworn any affidavit in support of either parent.

Earning capacity of each party

9 The husband claims that he is currently unemployed, with a last drawn gross monthly salary of \$10,300 as of 31 March 2008. [\[note: 22\]](#) In other words, he ceased to be gainfully employed some three weeks after the divorce was granted. His position is that while he continues to assist his son and daughter-in-law in the running of their company ("the Company"), he does not draw a salary and has no interest in the Company. [\[note: 23\]](#) Indeed, the relevant ACRA documents state the parties' son as the manager and the daughter-in-law as the sole proprietor of the Company. [\[note: 24\]](#) I note that while the wife asserts that the Company is the husband's own business [\[note: 25\]](#), she has not produced any objective evidence proving the same. She relies instead on her belief that the business is "a very specialised field which only [the husband] would have expertise and experience in". [\[note: 26\]](#)

Wife's case / Husband's case

Division of matrimonial assets

10 The husband claims that his assets are worth \$562,864.56 and the wife's disclosed assets total \$180,925. [\[note: 27\]](#) The wife claims that her assets are worth only \$64,582.89 [\[note: 28\]](#) and that the husband's disclosed assets are worth at least \$835,627.25. [\[note: 29\]](#) Each accuses the other of failing to disclose substantial assets (see [\[15\]](#) to [\[28\]](#) below).

11 The wife submits that, for the sake of convenience, only the Namly House should be divided while considering all the matrimonial assets of the couple. [\[note: 30\]](#) This was the only common ground between the parties. She claims 70% of the Namly House sale proceeds. [\[note: 31\]](#)

12 The husband, however, argues that the maximum proportion of the matrimonial assets the wife should get is 25% of the Namly House sale proceeds. [\[note: 32\]](#) He claims that in light of the Separate Bedrooms Arrangement, parties had effectively been married for only three years after moving into the Namly House, and that, since the children had become independent by then, "the Plaintiff's non-financial contributions for the Namly Place terrace house were not significant". [\[note: 33\]](#)

Maintenance

13 While the husband is only willing to pay a lump sum maintenance of \$12,000 ($\$200/\text{mth} \times 12 \times 5$ years) [\[note: 34\]](#), the wife claims a lump sum of \$179,400, calculated in the following manner [\[note: 35\]](#) :

- (a) Future maintenance: $\$1,400/\text{mth} \times 12 \times 8$ years = \$134,400
- (b) Maintenance in arrears: $\$1,250/\text{mth} \times 12 \times 3$ years = \$45,000

The claim for maintenance in arrears arises from the husband's failure (from March 2008 to-date) to adhere to a Consent Maintenance Order made in 1999 (see [\[63\]](#) below).

Issues before the Court

14 I shall deal with the following issues in turn:

- (a) What are the matrimonial assets to be included in the common pool for division?
- (b) Taking into account all the circumstances, what would be a just and equitable division of the matrimonial assets?
- (c) In what manner should such division be effected?
- (d) Taking into account all the circumstances, what would be a reasonable quantum of the lump sum maintenance to be ordered in favour of the wife?

The common pool of matrimonial assets

15 The parties cannot agree on the total value of the matrimonial assets. Although they agree that the Namly House is worth about \$3.4 million (there is an in-principle agreement expressed to be effective from 27 April 2012 to 31 May 2012 to sell the house at \$3.4 million), there is a vast difference in the valuation of the assets held in each party's name.

16 During the hearing on 9 April 2012, counsel for the wife, Mr Wong Khai Leng ("Mr Wong"), tendered a helpful supplementary Comparative Table of Matrimonial Assets ("the Comparative Table") setting out and explaining the disparities between each party's valuation of the assets. After examining the evidence adduced by the respective parties, I determine the husband's assets to be \$700,800 and the wife's assets to be \$67,500. For ease of reference, my determination is set out in the tables at [17] and [24] below.

Husband's assets

17 The husband claims that his assets are worth \$562,864.56 [note: 36] while the wife claims that they are worth at least \$835,627.25. [note: 37] I assess his assets to be worth about \$700,800.

Item	Description	Court's conclusion (S\$)
1	Vehicle	30,471.00
2	Shares (in Capitacomm, Capitaland, Digiland, Hotel Prop, Hyflux WaterT, Kepland, SingTel, ST Engineering, Starhub and Yangzijiang)	93,215.00
3	Schroder Emerging Market Funds	16,171.27
4	First State Asia Innovation Fund	10,314.93
5	OCBC account [51-xxx]	85,873.20
6	OCBC SRS account	0.00
7	OCBC account [66-xxx]	28,087.19
8	OCBC fixed deposits	20,500.00
9	POSB account	4,045.15
10	Central Provident Fund as at July 2008	315,683.61
11	Debt due from brother	92,500.00
12	Jewellery	4,000.00
13	Alleged debt due from the wife	0.00
	Husband's total assets:	S\$700,861.35

18 I shall adopt the wife's valuation for Item 1 (\$30,471), Item 5 (\$85,873.20) and Item 10 (\$315,683.61). These are based on valuations as at July 2008 and supported by evidence. [note: 38] I reject the husband's unsubstantiated figures including his valuation of Item 2 which is similarly unsubstantiated. [note: 39] I rely instead on the wife's figure (\$93,215), which is supported by an SGX statement exhibited in the husband's own affidavit. [note: 40] I also prefer the wife's valuation of the debt due to the husband from his brother (Item 11) as at September 2009. [note: 41] Although the husband claims that \$12,000 has been repaid into his OCBC Easisave account reducing the debt due to \$80,500, he has not produced any proof of such deposit. [note: 42]

19 With respect to Item 6, I reject the wife's figure (\$46,265.90) which is unsupported by evidence. [\[note: 43\]](#) Item 12 is not raised by the wife, but as the husband volunteers the figure of \$4,000 [\[note: 44\]](#), I have included it in the common pool. I disregard Item 13 as there is nothing, apart from the husband's bare assertion, to prove the alleged debt of \$6,100 due from the wife.

20 The wife claims that the husband owns undisclosed balances in bank accounts that were closed and sale proceeds in relation to shares/unit trusts sold upon the service of divorce papers. [\[note: 45\]](#) The HSBC statement and letters from OCBC and DBS [\[note: 46\]](#) do support the inference that the husband had closed some of his bank accounts and sold some shares upon commencement of divorce proceedings.

21 Where a party fails to discharge his or her duty to provide full and frank disclosure, the court may draw an adverse inference against that person by ordering a higher proportion of the disclosed assets to the other party or, where possible, proceed to determine the actual value of the undisclosed assets based on available information, and include such value in the pool of assets to be divided (see *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") at [57]–[62] and *O'Connor Rosamund Monica v Potter Derek John* [2011] 3 SLR 294 ("*Rosamund*") at [38]).

22 In light of the foregoing, I would draw an adverse inference against the husband in relation to Items 3 and 4 as he has failed to disclose the whereabouts of the proceeds of those unit trusts sold in March 2008 for \$26,486.20. [\[note: 47\]](#) I would also draw an adverse inference against him in relation to Item 7. The bank account was closed shortly after the commencement of divorce proceedings, on 5 March 2008 [\[note: 48\]](#), and he has not accounted for the whereabouts of the closing balance (\$28,087.19). [\[note: 49\]](#) On that same day, the balance of \$4,045.15 in the bank account under Item 9 was cashed out. [\[note: 50\]](#) Again, no satisfactory account has been given for the whereabouts of the sum, and I have accordingly drawn an adverse inference against him.

23 I reject both parties' valuations of Item 8. The wife relies on the figure as at February 2008 (\$113,000) [\[note: 51\]](#). \$92,500 was prematurely withdrawn as a loan to the husband's brother [\[note: 52\]](#), and has been accounted for under Item 11. I thus take the net figure to be \$20,500. The husband has not accounted for the dissipation of the balance to \$13,000 between March to June 2008 [\[note: 53\]](#), and to \$0 in July 2008. [\[note: 54\]](#)

Wife's assets

24 The husband claims that the wife's disclosed assets total \$180,925. [\[note: 55\]](#) The wife claims that they are worth only \$64,582.89. [\[note: 56\]](#) I assess her assets to be worth about \$67,500.

Item	Description	Court's conclusion (\$)
1	OUB Manulife policy	12,545.68 (undisputed)
2	OAC policy [126-xxx]	16,223.12 (undisputed)

3	Amplefield shares	900.00 (undisputed)
4	OAC policy [125-xxx]	8,144.00
5	AIA policy (annuity)	0.00
6	POSB account [01-xxx]	736.01
7	POSB account [20-xxx]	700.52
8	HSBC account	1,804.95
9	Central Provident Fund as at August 2008	13,480.35
10	Jewellery	13,000.00
11	OCBC Structured Deposits	0.00
	Wife's total assets:	S\$ 67,534.63

25 The valuation of Items 1, 2 and 3 are not disputed. For Item 4, I have adopted the husband's valuation (\$8,144), which is the maturity value of the policy as discovered by the wife [\[note: 57\]](#), and rejected the wife's unsubstantiated valuation of \$5,192.28. As for Item 5, the husband's valuation (\$23,319.33) was wrongly premised on the sum insured under the policy, and so I reject it. This is an annuity policy. The monthly annuities of \$107.04 were paid into the wife's POSB Bank account (Item 6), and to avoid double counting, I disregard Item 5. The difference in the parties' valuation of Item 7 was only \$8.70 and so I accept the higher figure volunteered by the wife. As for Item 11, the husband relies on outdated 2006 and 2007 statements [\[note: 58\]](#), which I reject.

26 I have valued Items 6, 8 and 9 based on the wife's figures as at July/August 2008, which were closer to the date of the interim judgment, rather than the figures used by the husband, which were based on valuations as at December 2008 and September/December 2009. There is no fixed operative date for the determination and valuation of matrimonial assets (see *Anthony Patrick Nathan v Chan Siew Chin* [2011] 4 SLR 1121 at [18], [25] and [29]). Given that the ancillary hearings only took place four years after the interim judgment was granted in April 2008, and given the adverse inferences I drew against the husband in relation to his treatment of his assets in the interim period (see [\[20\]](#) to [\[22\]](#) above), I am of the view that it would be appropriate to value the assets as at 2008.

27 The husband claims that the wife has failed to provide full disclosure of her bank accounts. [\[note: 59\]](#) Relying on *Rosamund*, he argues that the wife had been extremely uncooperative throughout the discovery process, and so, an adverse inference should be drawn against her. The alleged "uncooperativeness" of the wife on the present facts is, however, a far cry from that in *Rosamund*, where the court drew an adverse inference against the wife who had failed to satisfactorily explain her failure to disclose details of her bank accounts which were revealed during discovery (*Rosamund* at [39]–[43]). On the present facts, despite the husband's attempts to uncover undisclosed DBS accounts belonging to the wife, and the Court Order dated 23 November 2011 allowing him to administer interrogatories to DBS' representative, nothing has been uncovered, and costs of \$3,400 was awarded in favour of the wife. [\[note: 60\]](#)

28 The husband claims that the wife has under-declared the value of her jewellery (Item 10) as \$13,000 when they are actually worth \$80,000. [\[note: 61\]](#) A spouse cannot ask the court to draw an

adverse inference of the financial worth of the other spouse simply because he/she claims that that spouse is worth "at least" a certain amount (*Rosamund* at [37]). He must be able to adduce "some substratum of evidence that establishes a *prima facie* case against the person against whom the inference is to be drawn" (*Koh Bee Choo v Choo Chai Huah* [2007] SGCA 21 at [28]). As the husband has not been able to do so, I have rejected the husband's unsubstantiated valuation of Item 10 at \$80,000 and adopted the wife's valuation at \$13,000.

Total assets

29 The total pool of matrimonial assets for division is therefore \$4,168,300, comprising:

- (a) the Namly House - \$3.4 million;
- (b) the Husband's assets - \$700,800; and
- (c) the Wife's assets - \$67,500.

Just and equitable division of matrimonial assets

The general law on the division of matrimonial assets

30 The court derives its power to order division of matrimonial assets from s 112(1) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Act"). The goal is to achieve a just and equitable division, taking into account all circumstances of the case, including the factors listed under s 112(2) of the Act (see *NK v NL* at [20]).

31 A few principles must be borne in mind. First, no one factor is determinative (see *NK v NL* at [29]). Secondly, the court should not treat the respective financial contributions of each party as the *prima facie* starting point, before making adjustments to reflect their non-financial contributions (see *NK v NL* at [23]–[24] and [27]). Given the prevailing ideology of marriage as an equal cooperative partnership of efforts, financial and non-financial contributions are *equally* recognised as both roles need to be performed equally well for the marriage to flourish (see *NK v NL* at [20] and [41]).

32 Thirdly, the court is not expected to make an exact calculation of each spouse's financial or non-financial contributions. Rather, it should be prepared to make a rough and ready approximation in the absence of documentary evidence, based on "feel and the court's sense of justice" (see *NK v NL* at [28] and *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Yeo Chong Lin (CA)*") at [78]).

The present facts

Long marriage of 36 years

33 An important factor to consider in the present case is the length of the marriage. While I am mindful that division orders made in earlier cases are no more than *guides*, since no two cases are identical (*Yeo Chong Lin (CA)* at [79]), it is useful to note that in cases involving longer marriages, the general trend is to award the homemaker wife a greater proportion of the assets. This recognises the fact that the non-financial contributions of a homemaker would typically be substantial where the marriage is long.

34 From my review of the cases, the proportion awarded to homemaker wives who have made modest financial contributions for marriages lasting 17 to 35 years with children ranged between 35% to 50% of the total matrimonial assets (see *ZD v ZE and Another* [2008] SGHC 225, *Tan Cheng Guan*

v Tan Hwee Lee [2011] 4 SLR 1148, *AXC v AXD* [2012] SGHC 15, *Wong Ser Wan v Ng Cheong Ling* [2006] 1 SLR(R) 416, *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) 659, *Rosaline Singh v Jayabalan Samidurai (alias Jerome Jayabalan)* [2004] 1 SLR(R) 457 and *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*"). Where the wife also worked and supported the family financially, the courts have not hesitated to award her up to 60% of the total assets (see *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260 and *Tan Bee Bee v Lim Kim Chin* [2004] SGHC 242 ("*Tan Bee Bee*").

35 The exceptions, where the apportionment in favour of the wife was less than 35%, typically concerned cases where the total pool of matrimonial assets had been very substantial, in excess of \$100 million (see, *Ng Ngah Len @ Datin Sandra Kuah v Kuah Tian Nam @ Dato Peter Kuah* [2003] SGHC 109 ("*Ng Ngah Len*") and *Yeo Chong Lin (CA)*). In those exceptional situations, the apportionment to the wife had been, in absolute terms, substantial.

36 As this case does not involve very substantial assets, the husband's reliance on *Ng Ngah Leh* [\[note: 62\]](#), where the wife was only awarded 25% after the 21-year long marriage, is misplaced. I also reject his argument that his offer of 25% of the Namly House is generous [\[note: 63\]](#) based on *Lau Loon Seng v Sia Peck Eng* [1999] 2 SLR(R) 688 ("*Lau Loon Seng*"), where the court awarded the wife only 30% of the assets despite the length of the marriage (41 years). *Lau Loon Seng* has been criticised in the following terms (*Halsbury's Laws of Singapore*, vol 11 (2006 Reissue) ("*Halsbury's vol 11*") at [130.823]):

Two of the three factors [which the judge cited at *Lau Loon Seng* at [27] in support of his award of 30%]...are somewhat misplaced. One, that the wife did not have debts should not affect her entitlement...Two, the wife's needs or expectations being low also should not affect her entitlement especially when they appear to be his Honour's conjectures. Once the total value of the matrimonial assets exceeds the needs of both spouses, this ceases to be relevant. The aim of division is to give proper credit for all manner of contribution during marriage...

Husband's contributions to the household

(1) Financial contributions

37 It is not in dispute that the husband paid for most of the household financial expenses as well as the Namly House purchase price. During the ancillary hearings, counsel for the husband, Ms Alyssa Lee ("Ms Lee") highlighted that the husband also bought a car for the son in 1999, paid about \$110,000 for the daughter's overseas music education, and had contributed \$25,000 to the son's wedding and renovation expenses. She argued that these financial contributions to the children should also be considered pursuant to s 112(2)(b) of the Act, which provides that, in exercising its power under s 112(1), the court shall have regard to "any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage".

38 While debts incurred on behalf of any child of the marriage are certainly relevant (although more so at the earlier stage of valuing the entire pool of matrimonial assets than at the later stage of achieving just and equitable division: *Halsbury's vol 11* at [130.827]), there are, on the present facts, no outstanding debt, for the purposes of s 112(2)(b), to speak of. [\[note: 64\]](#)

(2) Non-financial contributions

39 The extent of the husband's non-financial contributions to the family was very much in dispute (see [\[8\]](#) above). On totality, I find that the wife, who had stayed at home to manage the household,

had contributed much more in the non-financial aspects. Although the husband has been helping his son and daughter-in-law with the running of the Company [\[note: 65\]](#), I do not accord this factor much *significance* since (a) the son has already reached adulthood and (b) the husband's assistance in relation to the Company commenced fairly recently, in 2004. [\[note: 66\]](#)

40 To be clear, I am not suggesting that non-financial support rendered to a child who has reached adulthood would *never* be relevant to the court's exercise of its power under s 112(1). However, on the facts of the present case, it is unclear what the husband's exact involvement with the Company has been. Any weight ascribed to such contributions, relative to the non-financial contributions by the wife, is therefore, on balance, not significant.

Wife's contributions to the household

(1) Financial contributions

41 During the ancillary hearing, Ms Lee accepted that the wife's CPF contribution of \$19,000 was used as part of the Namly House purchase price. Indeed, this was supported by evidence. [\[note: 67\]](#) Ms Lee, however, challenged the wife's purported payment of the 10% deposit. It is not disputed that the 10% deposit, comprising the initial sum of \$7,800, being the option money, and the balance of \$70,270.22, were paid from the wife's POSB current account. The husband, however, alleges that as the wife's income was low, the 10% deposit must have been transferred from the parties' joint bank account or originated from cash deposited by the husband into the wife's POSB current account. As there is no evidence to support the husband's case theory as regards the payment of the 10% deposit, I can see no reason why the 10% deposit payment should not be treated as the wife's financial contribution. It is an undeniable fact that the 10% deposit came from her POSB current account. There is no objective evidence to indicate otherwise.

42 Account should also be taken of the wife's indirect financial contributions by way of payments for renovation and furnishing, as well as her repayment of the mortgage using the Ghim Moh flat sale proceeds. Although she has not been able to prove the former to a certainty, she has produced several invoices stating her name [\[note: 68\]](#) and should perhaps be given the benefit of the doubt. As for the latter, the husband has not produced documentary evidence to substantiate his assertion that the wife had used the sale proceeds of the Ghim Moh flat for her own benefit. In fact, the documents contradict his position. The bank statements produced by the wife show that, out of the net sale proceeds of about \$429,000, \$100,000 was initially paid to the husband's HSBC bank account [\[note: 69\]](#) and \$300,000 was paid to the parties' joint bank account. [\[note: 70\]](#) This \$300,000 had then been substantially used by the husband personally and for the procurement of the Namly House [\[note: 71\]](#), and to this end, Mr Wong drew my attention to documents evidencing two mortgage capital repayments totalling \$100,000 from the parties' joint account in April and June 1997. [\[note: 72\]](#)

(2) Non-financial contributions

43 I am of the view that the wife's non-financial contributions to the family has been substantial, given the length of the marriage, the two children whom the wife had to care for, and the fact that for most part of the marriage, parties did not employ any domestic helper. [\[note: 73\]](#) As observed in *Halsbury's vol 11* at [130.829]:

[I]t is impossible to calculate non-financial contribution with even a semblance of exactitude. All the courts are able to do is to deduce that, if there is a child, the non-financial contribution of

the wife must have been significant or where the marriage has continued for a long time before divorce, her non-financial contribution must also have been substantial...Only generalisations of this nature are possible of this factor, as important as it no doubt is.

44 The husband attempts to downplay the wife's non-financial contributions by arguing that [\[note: 74\]](#): (a) the marriage had effectively only lasted up till October 1999 when the parties commenced the Separate Bedrooms Arrangement; and (b) by 1993, the children (aged 16 and 18) were independent and capable of washing and ironing their own clothes, and in 1995, the daughter had left for her overseas studies, while the son served National Service.

(A) Separate bedrooms arrangement

45 I disagree with the husband's submission based on the Separate Bedrooms Arrangement. First, the cases Ms Lee relied on, *ie, S v S* [1977] 1 Fam 127 and *Wang Shi Huah Karen v Wong King Chueng Kevin* [1992] 2 SLR(R) 172 ("*Karen Wang*") concerned marriages which lasted five years or less. It is certainly accepted that the division order would usually closely approximate the parties' respective financial contributions where the marriage had been very short (*Karen Wang* at [15]), given that the non-financial contribution of the homemaker is far less significant in short marriages, and given that evidence relating to the actual contributions made by spouses in short marriages should remain fairly clear and more easily proffered (*Halsbury's vol 11* at [130.822]).

46 In the present case, the marriage lasted 36 years. Even if the Separate Bedrooms Arrangement is taken into account, the marriage would have lasted at least 27 years before its breakdown. By any measure, the marriage was a long one and due regard must be given to the wife's non-financial contributions.

47 Secondly, and more importantly, the husband's argument is inconsistent with the Court of Appeal decisions in *Yeo Gim Tong Michael v Tianzon Lolita* [1996] 1 SLR(R) 633 ("*Tianzon Lolita*") and *Chan Teck Hock David v Leong Mei Chuan* [2002] 1 SLR(R) 76 ("*David Chan*"), which established that the wife's non-financial contributions should not be taken to have automatically, or as a matter of law, ceased upon the breakdown of the marriage. This is so as the wife's contributions to the family could have remained largely the same. The Court of Appeal held as follows in *Tianzon Lolita* at [7]:

In making a division under s 106(3) the court would have regard to the period in which the husband and wife have ceased to cohabit and the indirect contribution, if any, made by the wife during the period. In this case, the wife's indirect contribution continued: she continued to look after the child after she had filed the petition, and her contribution fell within s 106(3).

Similar observations were made by the Court of Appeal in *David Chan* at [31]–[33]:

The matrimonial home was acquired when the marriage had not broken down. However, the same clearly cannot be said about the stock options, because even at the time of the first agreement to grant stock options to the husband on 12 August 1996, the marriage was already on the brink of breakdown...Indeed, from 1994...the wife had harassed him at his workplace because of her suspicion that he was indulging in extramarital activities. So, instead of helping him in his work, she was doing just the reverse...However...while the husband was in Hong Kong pursuing his career with Dell, she was taking care of the children in Singapore...*We have serious doubts whether just because the wife was anxious about her husband's alleged extramarital affairs, and had threatened to contact the chairman of Dell, her contribution to the wellbeing of the family should be deemed any less and thus her share to the stock options should thereby be reduced...*More importantly, while he was working in Hong Kong, the wife was maintaining the

home here for the children and taking care of them. *It seems to us that her contribution to the family was largely no different from what it was before disputes between them arose.* It is probably true to say that because of her care for the children here, the husband was able to work in Hong Kong and focus on his job. So while he was away, she was shouldering the burden of taking care of the home and family all by herself, even though she had a maid to assist her.

[emphasis added]

48 In light of *Tianzon Lolita* and *David Chan*, the Separate Bedrooms Arrangement *per se* should not have any automatic impact on the court's assessment of the wife's non-financial contributions to the household. Everything boils down to the facts – the court must consider whether the wife's contributions to the household and the family had *actually* ceased or lessened post-October 1999. On the present facts, there was no indication that the wife had ceased caring for the children and the household since October 1999.

(b) Independence of the children

49 That the children have become independent would also not automatically negate the relevance of a spouse's non-financial contributions to the children's wellbeing. The following remarks by the Court of Appeal are instructive (*Yeo Chong Lin (CA)* at [74]):

The Husband sought to lessen the significance of the Wife's contribution by saying that after their youngest child left for United Kingdom in 1981 to study in a boarding school, there was not much for her to do...We are not persuaded that this argument should be given much weight...*It stands to reason that in all long marriages, where the wife is a full-time homemaker, there will come a point in time when the children will become independent as adults and their demands on the Wife, as a mother, will decrease. But her duty to maintain the home would undoubtedly continue. It would be grossly inequitable to minimise her contributions just because the children have grown up and left the coop.*

[emphasis added]

(c) Purported Agreement regarding the Ghim Moh flat sale proceeds

50 Ms Lee submits that the wife's non-financial contribution should be about 10%. In support of this argument, she relies on a purported agreement between the parties on the division of the sale proceeds of the Ghim Moh flat, under which the wife was entitled to only 29% of the sale proceeds, whereas the husband was to get the remaining 71%. The husband claims that since the wife only paid 19% towards the purchase of the Ghim Moh flat (\$12,500 using her CPF monies), while he paid \$50,384 towards its purchase and renovation (\$30,384 from his CPF monies and \$20,000 for renovation and furnishings) [\[note: 75\]](#), the subsequent agreement of the wife to accept 29% of the sale proceeds meant that her non-financial contributions were therefore at best only 10%. [\[note: 76\]](#)

51 I cannot agree with Ms Lee's submission. First, the asserted financial contributions towards the Ghim Moh flat have not been satisfactorily established. Secondly, although the wife's previous solicitors appeared to accept that the wife had a "29% share" in the Ghim Moh flat sale proceeds [\[note: 77\]](#), any agreement to such effect was not made in contemplation of divorce. It is thus not an agreement which the court should consider pursuant to s 112(2)(e) of the Act. Thirdly, even if such an agreement had been made in contemplation of divorce, it would not bind the court, which has to consider what a just and equitable division between the spouses would *now* be (see Professor Leong

Wai Kum, *Butterworths' Annotated Statutes of Singapore*, vol 6 (Butterworths Asia, 1997 Reissue) at p 329).

52 Fourthly, even if it is assumed that the wife's financial contributions towards the Ghim Moh flat was 19%, as alleged by the husband, apportioning a mere 29% share of the sale proceeds to the wife would be highly inequitable since parties had *by then* been married for about 24 years and the wife had contributed quite significantly to the welfare of the family. [\[note: 78\]](#) As the Court of Appeal observed in *Tan Bee Giok v Loh Kum Yong* [1996] 3 SLR(R) 605, where spouses have sold their old matrimonial home and ploughed back the sale proceeds towards the purchase/renovation of a new matrimonial home, the respective shares (forming the ploughed-back sale proceeds) deemed to be contributed by each party must take into account non-financial contributions – where the marriage is long, this is likely to be substantial *vis-a-vis* a homemaker. The Court of Appeal held (at [32]–[42]) that:

The parties' first matrimonial home was 28, Jalan Ladah Puteh which was acquired by the husband before the marriage. That property was sold in 1974 for \$118,000 and partly with the proceeds of sale the husband purchased 44, Princess of Wales for \$220,000. The funds for the acquisition of this property were provided solely by the husband, but the property was conveyed or transferred to the husband and wife as joint tenants... It became their matrimonial home for well over ten years until some time in the early part of 1987 or thereabouts....Sometime in 1986 [the parties decided to] sell 44 Princess of Wales, use the proceeds of sale for, among other things, the purpose of his business, move to 19 Trevoise Crescent and stay there with no payment of any rent...*When 44 Princess of Wales was sold and the sum of \$684,812.68 was realised, this sum belonged to the husband and wife.* The property was held by the husband and wife as joint tenants. If the presumption of advancement applies she would be entitled to a half share of the proceeds. On the other hand, if the presumption does not apply, *this property being acquired during the marriage by the sole effort of the husband, she would still be entitled to a substantial share thereof by virtue of her contribution made to the welfare of the family by looking after the home and caring for the family.* They had by then been married for about 17 years, and substantially throughout this period the wife was a housewife and her contribution in looking after the home and caring for the family during this period was undoubtedly considerable, and if the net proceeds were to be divided between the husband and wife under s 106 she would be entitled to a substantial part thereof, although it would be less than half...*the amount expended on the repair and renovation of 19 Trevoise Crescent and the amount applied in the reduction of the overdraft account secured by that property came from the sale proceeds of 44 Princess of Wales in which the husband and the wife each had a share. It follows that the substantial improvement to 19 Trevoise Crescent and the reduction of the overdraft account were contributed jointly by the husband and wife...and the wife had a substantial share in such contribution.*

[emphasis added]

Just and equitable division on the present facts

53 In light of all the circumstances – including (a) the wife's substantial non-financial contributions to the family; (b) her 12% contribution to the purchase price of the Namly House (see [\[5\]](#) and [\[41\]](#) above); (c) her likely indirect financial contributions to the mortgage repayment using the Ghim Moh flat sale proceeds (see [\[42\]](#) above); (d) other outlays, eg, renovation fees (see [\[42\]](#) above); and (e) the length of the marriage and the general trend of awarding more to a wife of a long marriage (see [\[33\]](#) to [\[36\]](#) above) – it would, in my view, be just and equitable to award the wife 50% of the pool of matrimonial assets, taking into account the adverse inference drawn against the husband for his

failure to disclose all his assets.

54 In making my order for 50:50 division, I am mindful that there is no “norm” or default position of equal division (see *Lock Yeng Fun* at [50]–[57]). Courts have, however, not hesitated to award 50% or more to the wife where the facts so justified (see *Lock Yeng Fun* at [58]). This is, in my view, an appropriate case for equal division.

The manner of division

55 The court has a large measure of flexibility as to the actual order it chooses to make against any particular matrimonial asset within the pool of assets to be divided (see *Halsbury’s vol 11* at [130.770] and [130.836]). On the present facts, the most convenient and non-intrusive manner of apportioning the pool of matrimonial assets is for each party to retain their respective assets, and to split only the proceeds from the sale of the Namly House. This manner of splitting the matrimonial assets was the only common ground between the parties in the present case (see [11] above).

56 Of course, the apportionment of the Namly House sale proceeds will be based on my consideration of the *entire* pool of matrimonial assets (*NK v NL* at [38]–[40]). As I have assessed the common pool of assets to be worth \$4,168,300 (see [29] above), a 50% share works out to \$2,084,150. Taking the value of the Namly House to be \$3.4 million, this would translate into about 59.3% share of the Namly House in favour of the wife ($[\{2,084,150 - 67,500\} / 3.4 \text{ million}] \times 100\%$), which I round up to 60%.

Lump sum maintenance

The law

57 In exercising its power to order maintenance of a former wife pursuant to s 113 of the Act, the court must consider the non-exhaustive list of factors set out in s 114. The assessment of the appropriate lump sum figure is *discretionary* in that there is an unavoidable element of speculation, especially when assessing the appropriate multiplier (see Professor Leong Wai Lum, *Elements of Family Law* (LexisNexis, 2007), at p 829). Ultimately, “it is the court’s sense of justice which demands and obtains a just solution to many a difficult issue” (see *BG v BF* [2007] 3 SLR(R) 233 at [74]).

58 The legal principles relevant to the power under s 113 were recently discussed by the Court of Appeal in *Foo Ah Yan v Chiam Heng Chow* [2012] SGCA 15 (“*Foo Ah Yan*”). Briefly, the assessment of the appropriate monthly multiplicand begins with the wife’s financial needs as derived from her particulars of expenditure, scaled down for reasonableness. The overarching principle of financial preservation, as embodied in s 114(2) of the Act, requires the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage (*Foo Ah Yan* at [13]). This principle of financial preservation must be applied in a commonsense holistic manner, which takes into account the new realities flowing from the breakdown of the marriage. Therefore, where possible, the wife must exert reasonable efforts to help preserve her pre-breakdown lifestyle (see *Foo Ah Yan* at [16]).

59 The court must also consider the husband’s financial ability to meet the maintenance order; although he is *prima facie* obliged to maintain his former wife beyond his retirement and up to the former wife’s remarriage or the death of either party, the former wife who has assets of her own should not expect a full subsidy for her lifestyle (see *Foo Ah Yan* at [17]).

60 It has also been repeatedly stressed that there is no rigid rule in relation to the assessment of

the appropriate multiplier – it depends on the particular facts (see *Foo Ah Yan* at [18] and *Ng Ngah Len* at [13]). Ultimately, it is the *reasonableness* of the maintenance claim *vis-à-vis* the husband's ability to pay, which guides the court's application of the principle of financial preservation (see *AQS v AQR* [2012] SGCA 3 at [52] and *Foo Ah Yan* at [19]).

The present facts

61 The wife claims a lump sum of \$179,400, whereas the husband is only prepared to pay \$12,000 (see [13] above). In support of his proposal, the husband highlights the fact that he is 66 years old and has retired [note: 79]_, and asserts that the wife is financially capable in that (a) she has substantial undisclosed assets; (b) she has other sources of income in the form of monthly payouts of \$107.04 from her AIA policy and monthly contributions of \$1000 from the children [note: 80]_; and (c) since the wife's bank account (into which he deposited the monthly \$200 maintenance payments he currently pays) had an average balance of \$700 - \$800 most of the time [note: 81]_, she "has no financial needs of the Defendant" [note: 82]_.

62 The husband also argues that the wife's alleged receipt of her 29% share of the Ghim Moh flat sale proceeds (\$124,611.72) to her own benefit should be taken into account by the court. [note: 83]_ As mentioned (at [42] above), this has not been proved.

The Multiplicand

63 It is noted that the wife had, in 1999, applied for maintenance against the husband [note: 84]_, and a Maintenance Order (No 1018/1999) was granted for the monthly sum of \$1,450. [note: 85]_ From March 2008, shortly after divorce proceedings were launched, the husband unilaterally reduced the maintenance payments from \$1,450 to \$200. [note: 86]_

(1) The Wife's monthly expenses

64 The wife currently spends \$2,415 per month, based on the following breakdown [note: 87]_:

Item	Description	Amt (S\$)
1	Food	400.00
2	Transport	300.00
3	Telephone/Internet	100.00
4	Medical expenses	300.00
5	Health food supplements	400.00
6	Toiletries	50.00
7	Clothes/shoes	150.00
8	Personal hygiene/grooming	200.00
9	Recreation	150.00
10	Gifts	50.00

11	Dental	30.00
12	Insurance	285.00
	TOTAL:	2,415.00

I note that her expenses have been scaled down from the original sum of \$2,850 in August 2008. [\[note: 88\]](#) Based on the current breakdown, her monthly expenses seem reasonable. The monthly multiplicand claimed (\$1,400), which is slightly more than half of her claimed monthly expenses, is also not extravagant – it speaks to her willingness to contribute to preserve her pre-breakdown lifestyle.

(2) The Wife’s age and financial dependence

65 The husband claims that the wife owes him \$3,900, which was borrowed between October 2009 and March 2010, [\[note: 89\]](#) and that up till January 2011, the outstanding debt due from the wife amounted to \$6,100. [\[note: 90\]](#) He produced some receipts that were signed by the wife in support of the \$3,900 loan. [\[note: 91\]](#) If the documents, which have annotations such as “marketing/food/supplement” and “dental”, are taken to be probative of the alleged loans, such loans for those stated purposes could be suggestive of the wife’s lack of financial independence, and the inadequacy of the monthly \$200 payments she is currently receiving from the husband.

66 To this extent, the husband’s reliance on *Tan Bee Bee* [\[note: 92\]](#) is misplaced – the wife in *Tan Bee Bee* was financially strong and the Judge had specifically found that she did not require maintenance (*Tan Bee Bee* at [24]). His reliance on *Tay Ang Choo Nancy v Yeo Chong Lin and another* [2010] SGHC 126 (“*Yeo Chong Lin (HC)*”) [\[note: 93\]](#) is also problematic. The court in *Yeo Chong Lin (HC)* chose not to make a maintenance order in light of the fact that the wife had received more than \$11 million post division of assets. Given that she was already 71 years old, the court was of the opinion that her financial resources were unlikely to be exhausted in her lifetime (see *Yeo Chong Lin (HC)* at [60]).

67 Given the wife’s relatively old age (65), and the long period for which she has been away from the workforce, it would be unreasonable to require her to seek employment now. [\[note: 94\]](#)

(3) The Husband’s age and financial ability

68 The husband is now 66 years old. As mentioned (at [\[9\]](#) above), there is a dispute over whether he is currently drawing any salary from the Company. The wife has not produced credible evidence proving the same. However, despite the husband’s retirement, I note that he owns fairly substantial assets in the form of shares, unit funds, cash and CPF monies, and would be able to meet the maintenance order.

69 I note that there was no indication as to the wife’s living arrangement after the sale of the Namly House, and indeed, she does not claim any rental which she might subsequently have to incur. Taking into account all the circumstances, in particular, the wife’s monthly expenses of \$2,415, which seems reasonable, her old age, the fact that the children have since ceased making contributions towards her monthly expenses (the wife has undertaken to file an affidavit that she has ceased receiving any monthly contribution from the children since late last year), her monthly AIA annuities of \$107.04, as well as the husband’s retirement, his assets and his age, a fair and reasonable

multiplicand would be \$1,300 per month for the future maintenance. This amount does not present a "meal-ticket for life" as it requires the wife to be self-reliant to some extent.

Arrears in maintenance

70 There is also no reason why the husband should not be required to pay the monthly arrears in maintenance of \$1,250 for the last three years. Ms Lee argues that the wife ceased to be a "married woman" with effect from the date of the interim judgment, and so, her claim for arrears in maintenance amounting to \$45,000 is untenable. [\[note: 951\]](#) She argues that the wife should have applied for interim maintenance. I cannot agree with Ms Lee's submissions. First, dissolution of a marriage does not of itself put an end to a maintenance order. As observed in *Halsbury's vol 11* at [130.700]:

Short of death there is no event that immediately terminates a maintenance order that is continuing. The order continues until another court order is made that it be rescinded. The Women's Charter provides that the court may rescind a maintenance order on proof of a change in the circumstances of the applicant for rescission, his wife or child or for any other good cause. This confirms the discretion that lies with the court...there is still discretion whether to rescind the maintenance order for the reason that the beneficiary has since become divorced from the payor. Only where the court regards the circumstances as justifying rescission will it be ordered. Thus, a maintenance order for a validly married woman need not be rescinded when she ceases to be so.

[emphasis added]

Secondly, a wife should not generally be compelled to apply for interim maintenance pending the hearing of ancillaries if she is willing or able to wait until the ancillary matters are heard (*AMW v AMZ* [2011] 3 SLR 955 ("*AMW v AMZ*") at [10]–[11]).

The Multiplier

71 Effectively, the wife is seeking a multiplier of 11 years, three years in arrears and eight for the future. Mr Wong tendered information from the Department of Statistics, Singapore (DSS) to show that the life expectancy of Singaporean women is now 84.1 years. This was to support his submission that a higher multiplier should be applied, and that assessment on the "straight line basis" in *Ong Chen Leng v Tan Sau Poo* [1993] 2 SLR(R) 545 ("*Ong Cheng Leng*") should not be followed. The life expectancy of the wife is, however, not the sole factor influencing the assessment of the appropriate multiplier. Other factors are also relevant, *eg*, the possibility of the wife remarrying, the proportion of matrimonial assets allocated to the wife, the husband's retirement, *etc*.

72 It is trite that the approach in *Ong Chen Leng* (maintenance up till 67 years old, as a compromise between the average life expectancy of a woman (70) and the usual retirement age of a Singapore male worker (65)) does not apply invariably. In *Ng Ngah Len* (at [13]), Prakash J took the husband's retirement age as 68, observing that while he had no compulsory retirement age (since he was self-employed), there was no need for him to work till he dropped as he was well-heeled. A multiplier of 16 years was applied, in consideration of the fact that that would take the wife who was 46 years old into her early 60s, and that even if she should live a considerable period therefrom, the extremely large lump sum ordered (\$20,250/mth x 12 x 16 = \$3,888,000) should allow her to enjoy a reasonably comfortable life.

73 In *Foo Ah Yan*, lump sum maintenance was computed until the wife was 67 years old. Although

the husband who was 72 years old had retired in his 50s, just a year after the marriage, he continued to receive rental and annuities totalling \$2,600 (*Foo Ah Yan* at [3]). Lump sum maintenance of \$126,000 (\$1,500/mth x 12 x 7 years) was awarded to the wife.

74 Woo Bih Li J held in *AMW v AMZ* at [9] that, as compared to the date of the ancillary order, the date of the writ is generally a better reference point for commencement of maintenance. This is however not a rigid rule; ultimately, the court should order maintenance to commence from the date which it considers, in its discretion, to be fair (*AMW v AMZ* at [12]–[13]). I agree with Woo J's observations, though I note that, unlike in *AMW v AMZ*, there is on the present facts an existing maintenance order, which the husband has failed to comply with for the last four years (see [63] above), although there is no indication that he cannot continue complying with it.

75 Taking into account all the circumstances – including (a) the wife's old age (65), and therefore, low likelihood of remarrying; (b) the husband's old age (66) and his current unemployment/retirement; (c) the proportion of matrimonial assets awarded to the wife; and (d) the current life expectancy of women (84.1) – none of which is determinative, in my judgment, a fair and reasonable multiplier would be six years comprising three years in arrears and three years of future maintenance, using the date of this judgment as a reference point (effectively, until the wife reaches 68 years of age).

76 In the circumstances, I award the wife a lump sum maintenance of \$91,800, based on the following computation:

(a) Arrears as at date of hearing (3 years): Shortfall of \$1250 per month x 12 x 3 years = \$45,000.

(b) Future maintenance (3 years, until the wife is 68): \$1,300 per month x 12 x 3 years = \$46,800.

Conclusion

77 By reason of my findings, I make the following orders:

(a) A joint valuation of the Namly House to be conducted forthwith.

(b) The Namly House to be sold at a price no less than the valuation under sub-para (a) above unless expressly agreed in writing by both parties.

(c) The net sale proceeds of the Namly House, less all expenses of the sale including the costs of the valuation, to be divided 60% in favour of the wife and the balance 40% in favour of the husband.

(d) Each party to refund their respective CPF contributions and accrued interest to their respective CPF accounts from their share of the net sale proceeds.

(e) The husband to pay the wife a lump sum maintenance of \$91,800 to be deducted from the husband's share of the net sale proceeds of the Namly House;

(f) The husband and the wife to retain their respective assets in their own names.

(g) Costs fixed at \$10,000 inclusive of disbursements to be paid by the husband to the wife.

[\[note: 1\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [1].

[\[note: 2\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [6].

[\[note: 3\]](#) Defendant's Affidavit of Assets and Means (27 August 2008) at [18].

[\[note: 4\]](#) Defendant's Affidavit of Assets and Means (27 August 2008) at [19].

[\[note: 5\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [13].

[\[note: 6\]](#) Defendant's Affidavit of Assets and Means (27 August 2008) at [26].

[\[note: 7\]](#) Statement of Particulars (Divorce) (4 February 2008) at [1].

[\[note: 8\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [11], Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [1].

[\[note: 9\]](#) Plaintiff's Affidavit of Assets and Means (25 August 2008) at [2].

[\[note: 10\]](#) Defendant's Affidavit (27 August 2008) at [\[53\]](#).

[\[note: 11\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [13].

[\[note: 12\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [19].

[\[note: 13\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [13].

[\[note: 14\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [13].

[\[note: 15\]](#) Plaintiff's Affidavit (25 June 2009) at [22].

[\[note: 16\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [15].

[\[note: 17\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [16].

[\[note: 18\]](#) Plaintiff's Affidavit (25 June 2009) at [25] – [26].

[\[note: 19\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [20] – [21].

[\[note: 20\]](#) Plaintiff's Affidavit (25 June 2009) at [17].

[\[note: 21\]](#) Plaintiff's Affidavit (4 August 2009) at [25].

[\[note: 22\]](#) Defendant's Affidavit of Assets and Means (27 August 2008) at [2].

[\[note: 23\]](#) Defendant's Affidavit (20 August 2009) at [5] – [7].

[\[note: 24\]](#) Plaintiff's Affidavit (30 September 2009) at [10].

[\[note: 25\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [41].

[\[note: 26\]](#) Plaintiff's Affidavit (30 September 2009) at [10].

[\[note: 27\]](#) Defendant's Ancillary Matters Fact and Position Sheet (27 February 2012) at p 5.

[\[note: 28\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [8].

[\[note: 29\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [7].

[\[note: 30\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [10].

[\[note: 31\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [35].

[\[note: 32\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [42], Defendant's Affidavit of Assets and Means (27 August 2008) at [54].

[\[note: 33\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [22] – [28].

[\[note: 34\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [49].

[\[note: 35\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [47].

[\[note: 36\]](#) Defendant's Ancillary Matters Fact and Position Sheet (27 February 2012) at p 5.

[\[note: 37\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [7].

[\[note: 38\]](#) Defendant's Affidavit (27 August 2008) at [5c] and p 28, Defendant's Affidavit (27 August 2008) at p 33, Defendant's Affidavit (27 August 2008) at [9] and p 35.

[\[note: 39\]](#) 2DBD at p 53.

[\[note: 40\]](#) Defendant's Affidavit (27 August 2008) at [7] and p 29.

[\[note: 41\]](#) Plaintiff's Affidavit (14 January 2012) at p 11.

[\[note: 42\]](#) 2DBD at p 56.

[\[note: 43\]](#) Comparative Table at p 6.

[\[note: 44\]](#) 2DBD at p 56.

[\[note: 45\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [7].

[\[note: 46\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012), Tab A.

[\[note: 47\]](#) Plaintiff's Affidavit (14 January 2012) at p 155.

[\[note: 48\]](#) Plaintiff's Submissions (23 February 2012), Tab A.

[\[note: 49\]](#) Plaintiff's Submissions (23 February 2012) at [26].

[\[note: 50\]](#) Plaintiff's Affidavit (14 January 2010) at p 173.

[\[note: 51\]](#) Plaintiff's Affidavit (14 January 2010) at p 70.

[\[note: 52\]](#) Defendant's Affidavit (20 August 2009) at [10]; 3DBD at p 198.

[\[note: 53\]](#) 3DBD at pp204, 206.

[\[note: 54\]](#) 3 DBD at p 207.

[\[note: 55\]](#) Defendant's Ancillary Matters Fact and Position Sheet (27 February 2012) at p 5.

[\[note: 56\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [8].

[\[note: 57\]](#) Plaintiff's Affidavit (3 September 2010) at pp 3, 13.

[\[note: 58\]](#) 3 DBD at pp 64, 69.

[\[note: 59\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [29] – [31b].

[\[note: 60\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [33].

[\[note: 61\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [32] – [34].

[\[note: 62\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [38].

[\[note: 63\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [37].

[\[note: 64\]](#) Defendant's Affidavit for Ancillary Matters Hearing (27 August 2008) at [15].

[\[note: 65\]](#) Defendant's Oral Submissions (9 April 2012).

[\[note: 66\]](#) Tan Lay Koon's Affidavit (3 November 2009) at [2] – [3].

[\[note: 67\]](#) Plaintiff's Affidavit (25 August 2008) at p 33.

[\[note: 68\]](#) Plaintiff's Affidavit (25 August 2008) at pp 69 – 112.

[\[note: 69\]](#) Plaintiff's Affidavit (25 June 2009) at pp 39, 40.

[\[note: 70\]](#) Plaintiff's Affidavit (25 June 2009) at pp 39, 41, 42.

[\[note: 71\]](#) Plaintiff's Affidavit (25 June 2009) at [21] – [22].

[\[note: 72\]](#) Plaintiff's Affidavit (25 June 2009) at [21], pp 53 – 56.

[\[note: 73\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [15].

[\[note: 74\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [22] – [28].

[\[note: 75\]](#) Defendant's Affidavit (27 August 2008) at [20].

[\[note: 76\]](#) Defendant's Oral Submissions (9 April 2012).

[\[note: 77\]](#) Defendant's Affidavit (5 November 2009) at pp 4 – 6.

[\[note: 78\]](#) Plaintiff's Affidavit (25 June 2009) at [17].

[\[note: 79\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [49].

[\[note: 80\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [45b].

[\[note: 81\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [45a].

[\[note: 82\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [45c].

[\[note: 83\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [49].

[\[note: 84\]](#) MSS 4956/1999 (Order made on 30 September 1999).

[\[note: 85\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [3].

[\[note: 86\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [46].

[\[note: 87\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [44].

[\[note: 88\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [44].

[\[note: 89\]](#) Defendant's Affidavit (14 May 2010) at [15].

[\[note: 90\]](#) Defendant's Declaration of the Value of Matrimonial Assets (27 February 2012) at p 18.

[\[note: 91\]](#) Defendant's Affidavit (14 May 2010) at pp 36 – 44.

[\[note: 92\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [50].

[\[note: 93\]](#) Defendant's Submissions for Ancillary Matters Hearing (29 March 2012) at [53].

[\[note: 94\]](#) Plaintiff's Submissions for Ancillary Matters (23 February 2012) at [43].

[\[note: 95\]](#) Defendant's Further Submissions for Ancillary Matters (30 April 2012) at [33] – [38].

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