

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2017] SGHCF 6

Divorce Transfer No 676 of 2013

Between

TYY

... Plaintiff

And

TYZ

... Defendant

GROUND OF DECISION

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

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TTY

v

TYZ

[2017] SGHCF 6

High Court — Divorce Transfer No 676 of 2013

Foo Tuat Yien JC

27 April, 29 July, 20 October 2016; 21 November 2016

13 March 2017

Foo Tuat Yien JC:

Introduction

1 This grounds of decision deals with the division of matrimonial assets under Part X of the Women's Charter (Cap 353, 2009 Rev Ed) ("WC"). The parties have two sons aged 25 and 21.

2 On 21 November 2016, I made the following orders for the division of the parties' matrimonial assets:

(a) The parties' shares in the matrimonial assets of \$8,771,414, upon division, were 62% for the Plaintiff Wife ("the Wife") and 38% for the Defendant Husband ("the Husband"), as reflected in the following table:

	Husband	Wife
Percentage share of matrimonial assets	38%	62%
Total	\$3,333,137	\$5,438,276

(b) The Wife wanted to take over the Husband's estate title and interest in their matrimonial home (worth \$4,650,000) held in the parties' joint names. After deducting the value of the assets in the Husband's sole name (\$608,229) from his share of the matrimonial assets as reflected above, I ordered that the Husband was to transfer his estate title and interest in the matrimonial home to the Wife upon her paying him 58.6% of the matrimonial home's value (*ie*, \$2,724,908.00) within 4 months of the date of my order and after deducting therefrom the principal and accrued interest to be refunded to the Husband's CPF account with the CPF board.

(c) Parties were to keep the assets in his/her sole name.

3 The Wife has appealed against my orders on the division of matrimonial assets as stated above at [2(a)] and [2(b)]. There is no appeal against my order for the maintenance of the sons until completion of their university studies and my order that there be no maintenance for the Wife. The Wife had consistently been earning more than the Husband and they had generally kept finances separate during the marriage.¹ I apportioned the parties' agreed maintenance sum for their adult sons based broadly on the parties' income ratio.²

¹ Wife's Affidavit dated 12 August 2015 ("WAM2") at p 3; 2nd Ancillary Matters Affidavit of Husband dated 16 February 2016 (refiled) ("HAM2") at p 5.

² Minute sheet dated 29 July 2016 at p 2.

4 I now set out my reasons for the two orders on the division of matrimonial assets that are the subject of the Wife’s appeal.

Background facts

5 As at 6 October 2016, the Husband is a 57 year-old architect with his own sole proprietorship practice. The Wife is 54 years old and was a Vice President at the Singapore office of a multi-national company.³

6 The parties married in Singapore on 3 June 1989.⁴ They have, since end-2007, been living in separate rooms.⁵ On 3 February 2013, the Wife initiated divorce on two grounds: unreasonable behaviour and four years of separation.⁶ Interim Judgment (“IJ”) was granted over a year later on 20 May 2014 on the day of the contested divorce hearing, when the parties proceeded by consent on the ground of four years of separation based on an amended statement of particulars (“the amended SOP”). The Husband had, up till then, resisted the divorce.

7 I go into some detail into the history of the marriage as that is essential to understand this case. As at the date of the IJ, this was a marriage of 24 years. While the parties lived in separate rooms from end-2007, they continued to stay under one roof for the sake of their sons. In 2007, the sons were 15 years and 12 years old. There were issues with the marriage in its early days.

³ Updated Joint Summary of Relevant Information dated 6 October 2016 (“JSRI”) at p 2; Affidavit of Assets and Means of Wife dated 12 August 2015 (“WAM1”) at p 4.

⁴ Statement of Particulars (Amendment No. 1) (“SOP(1)”) at para 1.01.

⁵ SOP(1) at para 1.10.

⁶ Statement of Claim for Divorce dated 3 February 2013 at p 3.

8 Following the marriage on 3 June 1989, it was contemplated that the Wife’s mother would sell to the parties a landed residential property that was purchased by the Wife’s father in the 1940s.⁷ During the negotiations, a draft deed was prepared and contained the following: a) a provision that if the parties were to separate or divorce within three years, the property was to be transferred back to the Wife’s mother for the same consideration as the proposed sale price of \$250,000, and b) a term that the parties would not be able to sell the property within five years without the consent of the Wife’s mother.⁸ The Husband said that he had disagreed with the terms and did not sign the deed.⁹

9 On 31 August 1990, the parties completed the purchase of the matrimonial home from the Wife’s mother for a stated price of about \$320,000.¹⁰ The Husband, as an architect, oversaw the renovations to the matrimonial home in 1991.¹¹

10 In June 1991, the Husband purchased (through an initial deposit and instalments) a country club membership with a loan from the Wife disbursed from their joint bank account. The parties agreed that the loan was repaid by the Husband, but they could not agree on the amount of the loan.¹² The last documented part-payment took place on 13 June 2001.¹³

⁷ WAM1 at p 15.

⁸ HAM2 at p 32; 2nd Ancillary Matters Affidavit of Husband dated 4 August 2015 (“HAM2-exhibits”) at p 1909.

⁹ HAM2 at p 32.

¹⁰ HAM2 at p 32; HAM2-exhibits at p 1913.

¹¹ Affidavit of Assets & Means of Husband Dated 15 October 2014 (“HAM1”) at p 11.

¹² Minute sheet dated 27 April 2016 at pp 3–5.

¹³ HAM2-exhibits at p 536.

11 In January 1992, the elder son was born. Around 1993, problems between the parties started to arise, as indicated by the following events. To begin with, there was an unfortunate incident between the Husband and the Wife's mother during a holiday in Bali which affected the relationship between the Husband and the Wife's mother.¹⁴ On 22 February 1993, the Husband signed a handwritten note declaring that his country club membership rightfully belonged to the Wife and would not be sold without her permission; if sold, the proceeds, which should not be less than \$100,000, were to be returned to her.¹⁵ A few days later, on 1 March 1993, the Husband signed another handwritten note stating that if he divorced the Wife, his share in the matrimonial home would go to her. If she divorced him, his share would not be hers, except on the ground of violence.¹⁶ These handwritten notes indicated the issues in the early years of the parties' marriage.

12 In November 1994, the Husband set up a home office for his architectural practice on the ground floor of the matrimonial home. This arrangement lasted until October 2007, when he moved out of his office. Over time, his staff grew to about 10 employees. He said this arrangement enabled him to keep an eye on the sons.¹⁷ It was not disputed that from 1997, the Wife travelled overseas frequently for work.¹⁸ The Wife's position was that the Husband had set up the home office because he could not afford to pay rent for office premises and not because he had wanted to keep an eye on the sons.¹⁹ I address this issue below at [50] and [61].

¹⁴ WAM1 at p 16; The Wife's written submissions for ancillary matters hearing dated 5 April 2016 ("WWS") at p 1.

¹⁵ WAM1 at p 86.

¹⁶ WAM1 at p 87.

¹⁷ HAM1 at p 10.

¹⁸ Minute sheet dated 27 April 2016 at p 6; HAM1 at p 10; see also WAM1 at p 17.

13 In December 1995, when the elder son was around three years old, the younger son was born. This suggested that the parties’ relationship had improved. That said, I was also mindful that the amended SOP (and accepted by the Husband, who was represented) stated that around 1993, he became increasingly abrasive and bad tempered, and that from 1995 onwards, he made baseless accusations of infidelity and loose morals against the Wife. He was also continually hurling vulgarities, obscenities and verbal abuse at her.

14 As stated earlier, the Wife travelled overseas frequently for work from 1997. The Wife took legal advice on commencing divorce proceedings leading to her then-solicitors sending, on 7 October 1997, a Deed of Separation (“the DOS”) to the Husband.²⁰ The DOS proposed, amongst other things, that the Husband transfer to her the matrimonial home upon her paying him 30% of its value.²¹ At this time, the elder son was around five years old and the younger son was almost two years old. In the Wife’s then-solicitor’s letter dated 7 October 1997 (“the solicitor’s letter of 1997”), it was stated that the Husband’s personality change had occurred since he started operating his practice as an architect from the ground floor of the home (*ie*, 1994). It was also stated that he had allowed his career and business to get in the way of his family life so completely that he spent most of his time cooped up in his home office to the neglect of the Wife and the family, that he had frequently raised his voice to abuse the Wife, children and maids, and that he had also refused to go for counselling leaving the Wife with no alternative but to propose a DOS. The Wife, at that time, also left the matrimonial home with the sons for a few

¹⁹ WAM2 at p 6

²⁰ WAM1 at p 91.

²¹ WAM1 at p 95.

weeks to stay at her mother's house. The Wife returned home after the Husband had pleaded with her not to proceed and promised to change.²²

15 The Wife also said that the Husband had habitually scolded many of the maids that they employed, which resulted in many of them asking to leave before their contracts expired, thereby causing great disruption to the Wife's and the sons' living arrangements. This caused her great anxiety and distress especially as she "had to travel frequently on work-assignments and leave the children at home with the maid".²³

16 It is relevant to note here that the Husband had in his affidavit denied the Wife's allegation of such behaviour.²⁴ But the affidavits made by the sons when they were 23 and 19 years old showed that the Husband was not a patient man and that they had preferred to minimise their interactions with him during their growing years because of his temperament.

17 That said, it must also be noted that this living arrangement continued after 1997 until 2007. The Husband operated from his home office and the Wife continued to travel frequently as part of her job. This was an arrangement that parties appeared to have acquiesced to for mutual and family benefit, as I elaborate on below at [50].

18 The Husband said that from 2002 to 2004, he began to travel overseas because he had to undertake overseas work and projects in Vietnam due to a lack of work in Singapore. The children would have been around ten and

²² SOP(1) at para 1.05.

²³ WAM1 at pp 16–17.

²⁴ HAM2 at p 18.

seven years old in 2002, and around 12 and nine in 2004. He travelled three to four days fortnightly but was mostly in Singapore from 2009 onwards.²⁵

19 In 2007, the Wife again took legal advice on divorce. She agreed not to proceed after the Husband had asked her to wait until the younger son (who was then around 12 years old) turned 16 years old (in 2011).²⁶ It was not in dispute that the parties lived in separate rooms from the end of 2007.

20 Around 2008/2009, the Wife was retrenched and unemployed for four to five months.²⁷ At the Husband's suggestion, the parties decided to renovate the matrimonial home and create additional rooms to be rented out for income for their son's education.²⁸ The Husband also oversaw these major renovations in 2009.²⁹ Each party contributed some monies into a joint account set aside for this purpose. They also agreed to deposit the rental income into the joint account to use for their sons' education. It was later also agreed that these rental monies in the joint account were not to be included in the matrimonial pool for division.³⁰ This showed the parties' overriding concern and care for their sons and their ability to overcome their differences in their sons' interests. The renovations were completed in late 2009 and the rooms were rented out beginning late 2009 through mid- 2013, when there was a break before rentals resumed again in 2014.³¹ The Husband would have been the

²⁵ HAM2 at p 15.

²⁶ SOP(1) at para 1.06.

²⁷ HAM2 at p 33; HAM1 at p 11.

²⁸ HAM1 at p 11; HAM2 at p 33; WAM1 at p 14.

²⁹ HAM1 at p 11.

³⁰ Joint Summary of Direct Financial Contributions dated 27 October 2016 ("JSDFC") at p 3.

³¹ HAM2 at p 33.

main person sourcing for and dealing with the tenants, till he left the matrimonial home on 20 May 2014 (the date of IJ).

21 It is to be noted that in late 2008 to January 2010, the Wife bought interests in four properties (or interest in properties) as indicated in the following table:

Property	Date of purchase
M. Terrace property	October 2008 ³²
S. Road property	August 2009 ³³
10% interest in A. Gardens property	October 2009 ³⁴
20% interest in RC. Road property	January 2010 ³⁵

22 The Wife filed for divorce on 3 February 2013 (when the sons were 22 years and 18 years old). The IJ, as stated earlier, was granted on 20 May 2014 over a year later and on the day of the contested divorce hearing, on the ground of four years of separation. The Husband moved out of the matrimonial home on that same day.³⁶ This was a case, where despite staying in separate bedrooms from end-2007, parties remained under one roof and worked together to make major renovations to the matrimonial home, rent the additional created rooms and use the rental monies for the education and benefit of their sons.³⁷ The marriage still existed in a meaningful sense as the

³² WAM2 at p 93.

³³ WAM2 at p 86.

³⁴ WAM2 at pp 100 and 104-105.

³⁵ WAM2 at pp 109 and 111-112.

³⁶ HAM2 at p 25.

actions of parties in relation to the assets and their care of their sons were done during the subsistence of the marriage and should therefore be taken into account in the division of assets.

My decision

23 At stated above at [3], the Wife has appealed only against the two orders that I made in relation to the division of matrimonial assets.

24 Counsel for the Wife submitted that the Wife should be granted a 70% share of the matrimonial home, with no orders made as to other matrimonial assets. Counsel for the Husband submitted that shares in the matrimonial home should be divided equally, *ie*, 50% each, and that a fair division of the other matrimonial assets should be made.³⁸ Bearing in mind the circumstances and the length of the marriage, I took a global approach.

25 After considering the parties' submissions and the facts, I ordered that the matrimonial pool of assets be divided in the ratio of 62:38 in the Wife's favour. I elaborate on my reasons below in the following order. I begin with my determination and calculation of the value of the matrimonial pool of assets. I then address issues relating to the division of the matrimonial pool of assets. In so doing I was guided by the approach laid down by the Court of Appeal in *ANJ v ANK* [2015] 4 SLR 1043, which described the approach at [22] as follows:

...the court could first ascribe a ratio that represents each party's direct contributions relative to that of the other party, having regard to the amount of financial contribution each

³⁷ *AUA v ATZ* [2016] 4 SLR 654.

³⁸ JSRI at pp 5–6.

party has made towards the acquisition or improvement of the matrimonial assets. Next, to give credit to both parties' indirect contribution throughout the marriage ... the court should proceed to ascribe a second ratio to represent each party's indirect contribution to the well-being of the family relative to that of the other. Using each party's respective direct and indirect percentage contributions, the court then derives each party's average percentage contribution to the family which would form the basis to divide the matrimonial assets. Further adjustments (to take into account, *inter alia*, the other factors enumerated in s 112(2) of the WC) may need to be made to the parties' average percentage contributions...

26 Adopting this approach, I first considered issues of direct financial contribution before considering indirect contributions and then the final ratio for division.

27 I was mindful that this approach was to be applied in a gender-neutral manner. In this present case, the Wife has made more direct financial contribution than the Husband, and the Husband has contributed indirectly to the family by working from home during their sons' formative years. Counsel for the Husband drew my attention to the decision of the Court of Appeal in *BCB v BCC* [2013] 2 SLR 324,³⁹ where Andrew Phang Boon Leong JA stated at [34] that:

... whilst rare, our courts have dealt with situations where *the wife* has provided more direct financial contributions than the husband. Most importantly, for the purposes of the present appeal, the courts *have applied the same principles* as when they have had to divide assets where it was the husband who had provided more direct financial contributions, *viz*, that *regardless of who had provided more direct financial contributions, the court is to consider all the direct as well as indirect contributions furnished by both parties to the marriage in a broad-brush fashion ...*

[emphasis in original]

³⁹ The Husband's written submissions for ancillary matters hearing dated 5 April 2016 ("HWS") at p 24.

28 This principle of gender-neutrality in the division of matrimonial assets was well-illustrated in *BCB v BCC* itself. In that case, the ratio of direct financial contribution of the parties to the matrimonial pool of assets (excluding assets in the parties' own names, which the High Court Judge found appropriate to exclude) was found to be 34.9:65.1 in the wife's favour. The High Court Judge then awarded an additional 5% to the wife for indirect contributions, *ie*, a final division ratio of 29.9:70.1 in the wife's favour (see *BCB v BCC* at [5]–[6]).

29 This division of matrimonial assets was changed on appeal. The Court of Appeal reasoned as follows (at [35]):

...we have, with respect, difficulty with the decision rendered in the court below in the present case. It would perhaps be easier to illustrate why we have this difficulty by considering a hypothetical fact situation which constitutes a variation on the facts of the present case. If, for argument's sake, we *reverse* the genders of the parties in the present case, *but* leave all other facts as they are, these would be the facts: The wife – after 15 years of marriage in which she and her husband had both worked and contributed to the marriage, both directly and indirectly – receives 30% of the matrimonial assets, whilst the husband receives 70% of the said assets (as was the decision in this case). Such a division finds no precedent in the absence of exceptional factors. It is pertinent to observe that the court would, in all likelihood (and in accordance with the established precedents), have varied the division upwards in favour of *the wife* in *this* particular hypothetical fact situation. Accordingly, simply because the facts of the present case are slightly different in so far as it is the *wife* (*instead of the husband*) who has contributed more direct financial contributions to the assets does not mean that the same principles of division should not apply in the present case.

[emphasis in original]

30 In essence, the Court of Appeal ruled that factually comparable precedents were also applicable even if the genders of the parties were reversed. In applying the principle of gender neutrality, the Court of Appeal

also made it clear at [12] that a husband’s indirect contributions (like the wife’s) “*must* be taken *fully* into account”; for “[i]t is *not* simply one *or* the other spouse’s indirect contributions that must be given their full value; *both* spouses’ indirect contributions *must* be taken *fully* into account when the court concerned is exercising its discretion pursuant to s 112.” [emphasis in original].

31 After taking into account prior cases and the husband’s indirect financial contribution in *BCB v BCC*, the Court of Appeal proceeded to divide the matrimonial assets in the ratio of 40:60 (husband:wife) instead of 30:70 (husband:wife)(at [37]–[38] and [40]).

32 Although the decision in *BCB v BCC* pre-dated the decision in *ANJ v ANK*, the principle of gender-neutrality in the division of matrimonial assets must surely apply to the approach espoused in *ANJ v ANK* as well.

The matrimonial pool

33 The value of the assets in the matrimonial pool amounted to a total of \$8,771,414,⁴⁰ and consisted of the matrimonial home and other assets which were held in the parties’ own names. I declined to deduct from the matrimonial pool the Wife’s two alleged liabilities that amounted to \$420,000 as at May 2014⁴¹ for lack of evidence.⁴² I elaborate on my reasons as follows.

34 First, the Wife claimed that she owed \$150,000 to a company in which she held 25% of the shares.⁴³ The company ran a restaurant until August 2014,

⁴⁰ JSDFC at p 3.

⁴¹ WAM1 at p 13.

⁴² Minute sheet dated 29 July 2016 at p 8.

when it ceased operations (“the Japanese Restaurant Company”).⁴⁴ The unaudited financial statements for the Japanese Restaurant Company for the year ending 30 September 2014⁴⁵ did not record any such debt owed to it. A letter from the Japanese Restaurant Company to its shareholders dated 30 March 2014 requesting the Wife to remit \$100,000 was exhibited. However, bearing in mind that a) the request was merely one for shareholders to *top-up* cash for the company (as opposed to stating that the Wife *owed* such an amount), b) that the shares in the company were now described by the Wife as “worthless”,⁴⁶ and c) the discrepancy in quantum (\$100,000 as opposed to \$150,000), I did not accept that the Wife had proved her claim.

35 Second, the Wife alleged that she owed \$270,000 to her mother.⁴⁷ No satisfactory evidence was adduced in support. Given the lack of clarity and absence of evidence, I declined to accept this alleged liability. The Wife had been a successful career woman for many years with substantial accumulated assets. One would have expected the Wife to have repaid such a loan, if any, much earlier, in the light of her mother’s advanced age of 90 years (as of 5 August 2015, which is the filing date of the Wife’s affidavit of assets and means).⁴⁸

⁴³ WAM1 at p 13.

⁴⁴ Affidavit (AM3) of Wife dated 18 December 2015 (“WAM3”) at p 1.

⁴⁵ WAM3 at pp 4–23.

⁴⁶ WAM3 at p 1.

⁴⁷ WAM1 at p 13.

⁴⁸ WAM1 at p 12.

Direct contributions

36 The parties were in agreement on their financial contribution to the purchase of the matrimonial home. However, they disputed their respective contributions to two renovations of the matrimonial home in 1991 (“the 1991 Renovations”) and 2009 (“the 2009 Renovations”) respectively; the latter is the same renovation as the one referred to above at [20].

37 The contributions of the parties to the matrimonial home, based on the parties’ agreement and findings from the Court on the disputed items relating to the 1991 and 2009 renovations (which are elaborated on below at [39]–[48]), were as follows:⁴⁹

	Wife	Husband
Purchase of matrimonial home	\$281,462.00	\$141,739.31
The 1991 Renovations	\$60,000.00	\$35,000.00
The 2009 Renovations	\$57,402.66	\$59,652.58
Total	\$398,864.66	\$236,391.89
Percentage	62.8%	37.2%
Share of current valuation of \$4.65 million	\$2,920,200.00	\$1,729,800.00

The parties also held assets in their sole names. They agreed that they did not contribute to the acquisition of the assets that were held in the other party’s

⁴⁹ JSDFC at p 1.

sole name (save for the dispute over the Husband's purchase of the country club membership, which has since been resolved as noted above at [10]).⁵⁰

These assets were as follows:⁵¹

	Assets in the Wife's name		Assets in the Husband's name	
1	Net Equity in S. Road property	\$591,652.23	Johor Bahru property	\$111,741.94
2	Net equity in M. Terrace property	\$448,910.00	Car	\$32,812.85
3	Net Equity in 10% share in A. Gardens property	\$186,997.40	Insurance	\$18,432.52
4	Net Equity in 20% share in RC. Road property	\$492,192.80	Shares in CDP account	\$ 111,101.00
5	Insurance	\$ 112,975.86	Securities in DBS Vickers account	\$70,919.54
6	Shares	\$ 118,842.55	Value of a company	\$ 69,000.00
7	Car	\$109,584.00	Share in a	\$14,447.20

⁵⁰ Minute sheet dated 27 April 2016 at p 2.

⁵¹ JSDFC at pp 1–2.

			partnership	
8	Bank accounts	\$ 1,120,602.42	Investment in a certain business	Nil
9	CPF	\$ 310,827.94	Bank accounts	\$ 25,011.10
10	Country club membership	\$ 20,600.00	CPF	\$ 133,763.27
11	Shares in the Japanese Restaurant Company	Nil	Country club membership	\$ 20,600.00
12	Value of consulting business	Nil	University graduate club membership	\$400.00
	Total	\$3,513,185.20		\$608,229.42

38 The overall direct contributions of the parties may be calculated as follows:⁵²

	Wife	Husband
Matrimonial home	\$2,920,200.00	\$1,729,800.00
Other assets held in parties' sole names	\$3,513,185.20	\$608,229.42
Total	\$6,433,385.20	\$2,338,029.42
Percentage	73.3%	26.7%

⁵² JSDFC at p 3.

39 I will now elaborate on the disputed items, viz, the contributions for the 1991 Renovations and the 2009 Renovations.

The 1991 Renovations

40 Two matters were disputed in relation to the 1991 Renovations. First, the parties could not agree on the source of funds for an agreed loan of \$70,000 used for the 1991 Renovation. According to the Husband, the parties jointly took out a bank loan of \$70,000.⁵³ According to the Wife, the \$70,000 was a loan from her mother.⁵⁴ As neither party provided satisfactory evidence on the source of the loan and who repaid the loans, I directed that the \$70,000 be attributed equally to both parties.⁵⁵

41 The second dispute related to a \$25,000 staff renovation loan that the Wife had taken in 1991 from her then employer bank. As there was documentary evidence in the form of a loan agreement and a bank cover letter showing full disbursement of the loan on 13 February 1991⁵⁶ to be used expressly for renovation and for repayments to be deducted from the Wife's monthly salary,⁵⁷ I attributed this \$25,000 as the Wife's contributions to the 1991 Renovations.⁵⁸

⁵³ HAM1 at p 7.

⁵⁴ WAM1 at p 15.

⁵⁵ Minute sheet dated 29 July 2016 at p 8.

⁵⁶ WAM2 at p 199.

⁵⁷ WAM2 at p 202.

⁵⁸ Minute sheet dated 29 July 2016 at p 8.

The 2009 Renovations

42 The parties collectively listed 99 items for the 2009 Renovations in a summary (“the Updated 2009 Renovations Summary”).⁵⁹ This included furniture, which were not fixtures or fittings, but which parties wanted to include.⁶⁰ It was hotly disputed whether these items had been paid for either from their joint account or solely by each party. Payment for these non-agreed items (excluding items duplicated or otherwise accounted for through other items) amounted to \$59,630.87.

43 After reviewing the relevant documents (as referred to by the parties in the Updated 2009 Renovations Summary) and the detailed tables prepared by counsel for the Husband, I decided on the attribution of payment for the non-agreed items, where I found them relevant to the renovation.

44 In carrying out the attribution, I bore in mind that the Husband had overseen the 2009 Renovations.⁶¹ Where there was only one party claiming to have made payment for certain items, I attributed payment to that party, after satisfying myself that such work would have indeed been carried out (or materials purchased). A complete list of my directions is at the Annex to this grounds. For ease of cross-reference to the Updated 2009 Renovations Summary, the same serial numbers have been used.

45 Payments from the joint account were further attributed based on the parties’ respective contributions to the joint account. The Wife had contributed \$55,000 and the Husband \$10,000.⁶²

⁵⁹ Updated summary of information on 2009 renovations at [matrimonial home] at p 28.

⁶⁰ Minute sheet dated 20 October 2016 at p 1.

⁶¹ HAM1 at p 11.

46 Based on my directions, counsels tabulated each party's contributions to the 2009 Renovations.⁶³ The final agreed calculation was that the Wife and Husband contributed \$57,402.66 and \$59,652.58 respectively to the 2009 Renovations.⁶⁴

Conclusion on direct contributions

47 It will be recalled (as indicated at [38]) that I had found that the parties' percentage of direct contributions was 73.3% to 26.7% in the Wife's favour. I now turn to the parties' indirect contributions.

Indirect contributions

48 Counsel for the Husband submitted that the ratio of 70:30 in the Husband's favour would be appropriate, while counsel for the Wife did not state a specific ratio for indirect contributions.⁶⁵ After careful consideration, I found that the appropriate ratio for the parties' indirect contributions was 50:50.

Non-financial contributions

49 First, I took into account the parties' non-financial contribution to the welfare of the family, including their roles as caregiver of their sons. Aside from issues of the Husband's temperament (which I address below at [53]–[58]), it was clear that the Husband played an important part in the lives of their sons when they were very young as he worked from home from

⁶² Minute sheet dated 20 October 2016 at p 2.

⁶³ Minute sheet dated 20 October 2016 at p 3 and 5.

⁶⁴ JSDFC at p 1.

⁶⁵ HWS at p 24; WWS.

November 1994 to October 2007 (save for fortnightly trips to Vietnam since 2002, when he took on overseas clients and projects in Vietnam).⁶⁶ In 1994, the elder son was two years old and the younger son had yet to be born. In October 2007, they were 15 and 12 years old.

50 The Wife travelled frequently for her work from 1997.⁶⁷ In 1997, the sons were six and two years old. The Wife sought to downplay the Husband's role in the care of their sons and would seem, in retrospect, to be less than happy with him having an office on the ground floor of their matrimonial home.⁶⁸ However, such a working and living arrangement for 13 years could not have stayed in place save with her agreement or acquiescence. This was not done unilaterally by the Husband. It will be recalled that the Wife had sought legal advice on divorce proceedings in 1997. Her solicitor's letter of 1997 referred to the Husband's work arrangement, stating the Wife's dissatisfaction over the Husband's behaviour *after* he had started working from home, but did not claim any dissatisfaction with the work arrangement *per se*, or that this work arrangement was unilaterally implemented by the Husband.⁶⁹ The natural inference that I drew was that the Wife had, at the very least, not objected to the work arrangement. This work arrangement, which enabled the Husband to keep an eye on their sons, was mutually beneficial as it allowed the Wife to travel frequently with some peace of mind, as part of her job commitments from around 1997.

⁶⁶ HAM1 at p 10; HAM2 at p 15.

⁶⁷ HAM1 at p 10; see also WAM1 at p 17.

⁶⁸ See, *eg*, WAM2 at p 6.

⁶⁹ WAM1 at p 91.

51 As the Husband was the parent on the ground, so to speak, it fell upon him to also supervise the maid. The Husband detailed how he interviewed and supervised them.⁷⁰ As the Wife travelled often, her focus was more on how the Husband's habitual scolding of the maids had led to many of them asking for early termination of their contracts, which caused great disruption to their living arrangements. This caused her great anxiety and distress especially as she had to travel frequently on work assignments and leave the children at home.⁷¹

52 Although the Wife travelled often as part of her regional work function, she said that she would try to plan her trips to be back for weekends. This meant that there must have been a significant amount of time, including weekends, when she was not around. She said that she always ensured that she telephoned and spoke to the sons every day and checked on the maids to ensure that they cooked proper and nutritious food.⁷² I had no doubt that the Wife cared for their sons' welfare and that she always did her best within the time and other constraints of her job.

The Husband's temperament

53 Second, I considered the Husband's temperament and its effects on his indirect contributions. The Husband was not a patient man. However, his temperament must be seen in context. It will be recalled that their relationship was not of the best in the early days of the marriage. The Wife travelled frequently and according to the Husband, would sometimes leave without

⁷⁰ HAM2 at pp 10 and 12; see also HAM2-exhibits at pp 1881–1882 (statutory declarations of two maids).

⁷¹ WAM1 at pp 16–17.

⁷² WAM1 at p 14.

informing him.⁷³ He ran an architectural practice (with up to 10 staff) from home from November 1994 to October 2007, whilst keeping an eye on his young sons, supervising the maid and managing some of the needs of the household. During this time, the sons grew from infants into a 15 year old teenager and a 12 year old preteen. This he did not top of his professional work for 13 years. It could not have been an easy balancing task for him.

54 I also noted the solicitor's letter of 1997 and the account it gave of the Husband, which is set out in detail above at [14].

55 The accounts given by the Wife and the sons indicated that they found it difficult to live with the Husband, given his temperament. This I accepted.

56 The sons' affidavits on their father must also be viewed in context. In essence, the affidavits spoke in no uncertain terms of the Husband's bad temper in some of their interactions with him. I bore in mind that the sons would not have been able to remember or appreciate what their parents, including their father had done for them, when they were very young.

57 The younger son's affidavit recounted his perception of an incident where the Husband had caused his favourite tutor, who was a male, to leave,⁷⁴ while the elder son's affidavit stated that the Husband scolded the maids over the house's cleanliness and the lack of food for the sons.⁷⁵ To my mind, if anything, the incident involving the younger son's tutor illustrated the Husband's concern for the younger son's well-being,⁷⁶ while the issues

⁷³ HAM2 at pp 15 and 19.

⁷⁴ The younger son's affidavit dated 18 December 2015 at p 2.

⁷⁵ The elder son's affidavit dated 18 December 2015 ("EAM") at p 2.

⁷⁶ See the Husband's explanation at HAM4 pp 3–4.

involving the maids spoke for the Husband's concern in managing the household. It often behooves a parent on the ground to deal with a situation, as best as he or she can. It is in retrospect and always with the benefit of hindsight, that a parent learns to improve. I am satisfied that the Husband did his best for the sons and family during those years (1994–2007), when he operated from his home office, whilst taking care of the needs of their sons and the household.

58 Both sons spoke of the Husband's temperament, their run-ins with him and why they did not want to go on holidays or outings with him. It was clear, however, that some parts of their affidavits had been drafted for them. Although the elder son was a 23 year old undergraduate, when he made his affidavit in December 2015, he did not bother to correct obvious errors, *eg*, when he referred to his father by his first name and when he variously referred to his mother as “mother” and by her first name.⁷⁷ This lack of care in signing off on his affidavit indicated perhaps his reluctance or the lack of weight that he may have attached to his affidavit.

Indirect financial contributions

59 Third, I took into account how the parties had contributed to the household expenses over the years. Each party paid their individual expenses, and the Wife was self-supporting.⁷⁸ The Wife claimed that as she was earning more, she paid for most of the expenses at home, including intermittent periods of the maid's salaries since September 2013. She paid for almost all the marketing and super marketing, maintenance of the home, childcare, enrichment classes, tuition classes and groceries since the sons' birth.⁷⁹ She

⁷⁷ EAM at pp 2–3.

⁷⁸ HAM2 at p 5.

also took out a bank loan of \$13,000 to purchase furniture for the matrimonial home in 1992.⁸⁰

60 The Husband also put forth his case on the payments he made.⁸¹ I accepted that both parties contributed towards the household and sons' expenses. The Husband earned less than the Wife and did his best. I noted the Husband's contribution in overseeing and managing the 1991 and 2009 Renovations of the matrimonial home, which he estimated (and which I discounted somewhat) saved about \$35,000 and \$45,000 in consultant fees respectively for the 1991 and 2009 Renovations.⁸²

61 The Wife also claimed indirect contribution because of the Husband's rent-free occupation of the ground floor of the matrimonial home for his business (with about ten staff) from November 1994 to October 2007, which she estimated at more than \$500,000 in free rentals and utilities.⁸³ With due respect, this was an arrangement that benefitted the family because there was a parent on hand to care for the sons during their formative years and to supervise the maids. As I have discussed above at [50], the evidence indicated that the Wife had agreed to or at the very least acquiesced to this arrangement.

Conclusion on indirect contributions

62 I agreed with the submission of counsel for the Husband that while the Husband's current relationship with the sons was not at its best, this did not

⁷⁹ WAM1 at pp 13–14; WAM2 at p 5.

⁸⁰ WAM2 at pp 4 and 204; Minute sheet dated 27 April 2016 at p 5.

⁸¹ HAM1 at pp 8–10.

⁸² HAM1 at p 11

⁸³ WAM2 at pp 6 and 210.

negate the fact that he had been a responsible father and provider, to the best of his ability, for his family, especially during the sons' younger years. He contributed both financially and indirectly towards the family and this enabled the Wife to travel frequently for work and focus on her career with a peace of mind, thereby allowing her to build up her financial assets.⁸⁴ What detracted somewhat from the Husband's indirect contribution was his temperament. I therefore attributed, in the round, a 50:50 ratio to the parties for their indirect contribution.

The final ratio for division

63 Averaging the ratio of the parties' direct and indirect contributions, I found that the overall ratio was 61.65:38.35 in favour of the Wife, which I rounded to 62:38. Having considered the circumstances of this case, I accorded equal weight to direct and indirect contribution. I was also of the view that it was not necessary, in the round, to adjust the overall ratio.

64 I rejected the submission by counsel for the Husband that the final ratio should be adjusted in the Husband's favour to take into account the Wife's rent-free occupation of the matrimonial home from May 2014 to date.⁸⁵ Under s 112(2)(f) of the WC, the Court is to have regard to "any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party". This remains a relevant factor regardless of whether one party was forcibly excluded from the matrimonial home or not, though the "weight to be placed may be different": *Tan Su Fern v Lui Hai San alias Lei Haishan* [2006] SGDC 159 at [13].

⁸⁴ HWS at p 25.

⁸⁵ Minute sheet dated 20 October 2016 at p 4; HWS at p 22.

65 The Husband had left the matrimonial home on 20 May 2014, the date the IJ was granted. This meant that the Wife stayed on in the matrimonial home for about two years and six months. The Husband stated that he left to “maintain the peace” following unhappy incidents with the maid, which he claimed were instigated by the Wife.⁸⁶ The Husband also said that he was locked out of the matrimonial home from around July 2014, under circumstances which were disputed by the parties.⁸⁷

66 These circumstances did not warrant an adjustment of the final ratio in the Husband’s favour. First, it did not seem to be a case of forcible exclusion. Secondly, the matrimonial home was used to house not only the Wife but their sons.

Conclusion

67 At the hearing before me, counsel for the Wife conveyed the Wife’s intention of keeping the matrimonial home.⁸⁸ It was also agreed that the value of the matrimonial home was to be fixed at \$4,650,000 for the purpose of distribution of the matrimonial assets in the overall proportion of 62:38 (Wife: Husband), which I had decided.

68 The Husband’s 38% share of the total matrimonial pool of \$8,771,414 entitled him to receive \$3,333,137. It had been submitted that each party wished to keep assets in their own name. The value of the assets in the sole name of the parties were \$608,229 for the Husband and \$3,513,185 for the

⁸⁶ HAM2 at pp 25–27.

⁸⁷ See WAM2 at pp 351–352; HAM3 at p 3.

⁸⁸ Minute sheet dated 21 November 2016 at p 1.

Wife. I deducted \$608,229 (value of the Husband's assets) from the sum of \$3,333,137 to arrive at the figure of \$2,724,908.

69 Should the Wife wish to take over the Husband's estate title and interest in the matrimonial home, she would have to pay him \$2,724,908 or 58.6% of the agreed value of the matrimonial home at \$4,500,000.⁸⁹

70 I ordered that each party was to bear their own costs.

Foo Tuat Yien
Judicial Commissioner

Loo Choon Hiaw (Loo & Chong Law Corporation) for the plaintiff;
Hui Choon Wai (Wee Swee Teow & Co) for the defendant.

⁸⁹ \$3,333,137 - \$608,229 = \$2,724,908.00; Minute sheet dated 21 November 2016 at pp 1-2.

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Annex

Serial Number (as per Updated 2009 Renovations Summary)	Contractor/Work Item/Purchases	Amount	Court's decision on attribution
1	Ban Heng Long (Pole)	\$21.40	The Husband
2	Ker Seng Heng Canvas	\$65	The Husband
5	Lian Seng Hin Trading (tile)	\$1,230.33	The Husband
6	Sim Siang Choon Hardware (S) Pte Ltd (sanitary ware)	\$528.48	The Husband
8	Lian Seng Hin Trading (tile for 2 nd kitchen)	\$25.42	The Husband
9	Powergas Ltd (purchase gas plan)	\$17.12	The Husband
13	Ikano Pte Ltd (Rationell Waste, Leg)	\$69.00	The Husband
16	Image M&E Service (sanitary and plumbing)	\$12,000	The Husband
17	Sim Siang Choon Hardware (S) Pte	\$585.31	The Husband

	Ltd (Ceramic basin, tap, bath mixer, shower set)		
18	SP Services	\$5,350	The Husband
19	Sim Siang Choon Hardware (S) Pte Ltd	\$56.83	The Husband
20	Ikano Pte Ltd (drawer,door)	\$437	The Husband
21	Ikano Pte Ltd (Udden N WII SHL etc)	\$529	The Husband
29	Chan Huat Lighting (S) Pte Ltd (lights)	\$1,246.55	The Husband
30	Lian Seng Hin Trading Co. (Pte) Ltd (wall tiles)	\$277.34	The Husband
35	Sin Soon Aik Paints Pte Ltd (Nippon colour creation)	\$134	The Husband
36	Gastechnic Household Services	\$75	The Husband
39	Lian Seng Hin Trading (tile)	\$713.39	The Husband
41	Sin Soon Aik Paints Pte Ltd	\$110	Joint account
43	Sin Soon Aik Paints Pte Ltd (Paint)	\$45	The Husband

44	Tai Yong Electric Co. (wall fan)	\$810	The Husband
45	Sin Soon Aik Paints Pte Ltd (Paint)	\$65	The Husband
46	Delta Meissner ET Pte Ltd (lock, door holder, lever holder)	\$956.53	The Husband
49	Aibi International Pte Ltd (vibrotherapist)	\$500	The Husband
52	Ikano Pte Ltd	\$111.80	The Husband
53	Ikano Pte Ltd (bathroom lights)	\$198	The Husband
54	Chan Huat Lighting (S) Pte Ltd (lights)	\$53.50	The Husband
55	Tai Yong Electric Co. (wall fan)	\$135	The Husband
57	BSH Home Appliances Pte Ltd	\$401.40	The Husband
58	Zener DIY Store (cable tray)	\$87.80	The Husband
59	TP Chew Electrical & Air Con Services (aircon fan coil servicing)	\$50	The Husband
60	Chan Huat Lighting (S) Pte	\$30	The Husband

	Ltd		
61	LC Lighting Centre Pte Ltd	\$80.25	The Husband
68	TP Chew Electrical & Air Con Services (aircon fan coil serviced with chemical)	\$50	The Husband
69	TP Chew Electrical & Air Con Services	\$50	The Husband
71	Power Gas	\$16.65	The Husband
72	Ikano Pte Ltd (drawer, shelf, loft bed etc)	\$3,080.50	The Husband
73	Ikano Pte Ltd (mirrors)	\$552	The Husband
74	Poh Tiong Choon Logistics Limited Ikea Home Delivery A	\$103.75	The Husband
76	Harvey Norman (Philips sandwich maker, cable reel, dustbag)	\$104	The Husband
77	Vidcom Technology (IR Camera, DVR 500GB)	\$670	The Husband
78	Ikano Pte Ltd (desk top)	\$200	The Husband

79	Ikano Pte Ltd (kitchen trolley, Franklin B ST)	\$178	The Husband
80	Ikano Pte Ltd (table)	\$196	The Husband
81	PTC Ikea Alexandra (delivery)	\$50	The Husband
83	Doors	\$2280	Joint account
84	Sim Siang Choon	\$704.88	The Husband
85	IKEA (table)	\$564.60	The Wife
86	IKEA (bunkbed)	\$698	The Wife
87	Chen Guan Builders (MC Hacking & demolition)	\$10,000	Joint account
88	Chen Guan Builders (painting)	\$10,000	Joint account
89	Sin Soon Aik Paints Pte Ltd	\$45	The Wife
92	TPY 177 Furniture (mattresses)	\$435	The Wife
94	SPH advertisement	\$45.83	Not relevant
95	Easyroommate	\$35.31	Not relevant
96	Fridge	\$739.90	The Wife
97	Kitchen	\$1500	Not relevant

98	TPY 177 Furniture (Wardrobe)	\$336	The Wife
Total:		\$59,630.87	