Anthony Patrick Nathan *v* Chan Siew Chin
[2011] SGHC 210

Case Number : Divorce Transferred No 342 of 2007

Decision Date : 22 September 2011

Tribunal/Court : High Court

Coram : Quentin Loh J

Counsel Name(s) : Harold Seet Pek Hian (Harold Seet & Indra Raj) for the plaintiff; Gwee Boon Kim (Hoh Law Corporation) for the defendant.

Parties : Anthony Patrick Nathan — Chan Siew Chin

Family Law – Custody – No order made

Family Law – Matrimonial assets – Division

Family Law – Maintenance – Wife

Family Law – Maintenance – Child

22 September 2011

Quentin Loh J:

Introduction

1 This case involved the determination of ancillary matters pursuant to an interim judgment of divorce pronounced by the Family Court. It was transferred to the High Court as the matrimonial assets were declared to exceed $1.5m in value.

2 The matter was heard before me on 14 January 2011. As I was not satisfied with the defendant wife's ("the Wife's") disclosure of her assets and financial position, I directed her counsel to clarify certain issues which I had raised and meanwhile reserved judgment. The Wife subsequently filed an affidavit to clarify some of those issues. This was followed by a response affidavit from the plaintiff husband ("the Husband").

3 I gave judgment on 2 June 2011 and made the following orders:

(a) No order as to custody or care and control of the parties' daughter;

(b) The matrimonial assets (valued at $4m in total) would be apportioned 60:40 in favour of the Husband. To achieve this apportionment, the matrimonial home would be sold and $1m of the ensuing sale proceeds would be paid to the Wife;

(c) No order for the payment of any sum to the Wife as maintenance;

(d) The Husband was to pay $123,877.77, as he proposed, to the Wife as maintenance for the children.

The Wife has filed an appeal against these orders and I now give the grounds for my decision.

Background facts

4 This was a 25 year marriage and there were two children borne of this union. The parties registered their marriage on 28 March 1982. They had a son ("the Son") in 1989 and a daughter ("the Daughter") in 1990. The Husband is a lawyer who, at the time of these proceedings, was employed as the Director/Secretary of the Board of Legal Education and drew a monthly salary of $13,500. The Wife was a nurse who rose through the ranks - from staff nurse, to nursing officer and eventually to Director of Nursing (at Thomson Medical centre). As Director of Nursing, she was drawing a monthly salary of about $7,500. [note: 1] However, she left this position around May 2007 [note: 2] and became an entrepreneur, setting up two infant–care related businesses with a friend. [note: 3]

5 In mid 2002, 20 years into their marriage, the couple ceased physical intimacy and the Husband decided to sleep apart from the Wife in a separate room in the matrimonial home. [note: 4] In January 2005, the Husband moved out of the matrimonial home. The Husband filed a writ for divorce in January 2007 on the ground that he had lived separately and apart from the Wife for a continuous period of four years since 2002. The Wife counterclaimed that the Husband had improperly associated with other women and she could not reasonably be expected to live with him. The Husband elected not to contest this and the Family Court granted an interim judgment of divorce on 30 October 2007.

6 Both parties proceeded to file a series of affidavits in the lead up to the ancillary matters hearing. When the parties came before me in January 2011, the Husband was 61 years old and the Wife was 58 years old.

Issues

7 The ancillary matters pertained to the following:

(a) The custody and care and control of the children;

(b) The division of matrimonial assets; and

(c) The maintenance of the Wife and the children.

Custody and care and control

8 The Husband stated that the parties had agreed earlier at a mediation session that both he and the Wife would have joint custody of both children, with the Husband having care and control of the Son and the Wife having care and control of the Daughter. Each of the parties would have reasonable access to the child not in his or her care and control. [note: 5] This was also the Wife's proposal in her first Affidavit of Assets and Means ("Wife's 1st AOAM") filed on 22 January 2008. [note: 6]

9 It appeared from the affidavits that the Son had been living with the Husband until around July 2009 to February 2010, when the Son returned to live in the matrimonial home as he was posted to a fire station nearby for his National Service. [note: 7] The Daughter, on the other hand, had been living in the matrimonial home with the Wife. [note: 8] I was heartened to note that the parties had come to an arrangement which allowed each other liberal access to the child not living with them. [note: 9]

10 In their submissions tendered to me, both parties acknowledged that this issue of custody, care and control was no longer relevant to the Son as he had reached majority by virtue of turning 21 in May 2010. I agreed with the parties.

11 While the Wife continued to seek care and control of the Daughter (which presumably was in the context of the joint custody order agreed during the mediation session (see above at [8])), the Husband submitted at the hearing before me that this would be an appropriate case for the court to make no order on this issue. [note: 10] I agreed with the Husband's submission.

12 In *CX v CY (minor: custody and access)* [2005] 3 SLR(R) 690, the Court of Appeal considered the virtues of a "no custody order" over a "joint custody order":

> **Whether the judge erred in granting joint custody to the parties instead of sole custody to the mother**
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> 18 As a preliminary point, we noted that both parties did not take issue with the judge's variation of the district judge's "no custody order" to that of a "joint custody order". We should make it clear from the outset that a "no custody order" is not tantamount to depriving both parents of custody. *It is generally accepted that the practical effects of a "no custody order" and a "joint custody order" are similar where a "care and control order" has been made. In the normal course of events, the parents of a child will have joint custody over him*. We thus agree with Prof Leong Wai Kum's comments in *Principles of Family Law in Singapore* (Butterworths Asia, 1997) at pp 538–539 that the making of a "no custody order" should be seen as leaving the law on parenthood to govern the matter, as both parents continue to exercise joint custody over the child. *Such an order also affirms the approach of the courts not to intervene unnecessarily in the parent–child relationship where there is no actual dispute between the parents over any serious matters relating to the child's upbringing* (see *Re Aliya Aziz Tayabali* [1992] 3 SLR(R) 894 and *Re G (guardianship of an infant)* [2004] 1 SLR(R) 229 ("*Re G*")).
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> 19 Since the practical effects of a "no custody order" and "joint custody order" are similar, the more important question to address is: Under what circumstances should a "no custody order" be preferred over a "joint custody order"? *As mentioned earlier, where there is no actual dispute between the parents over any serious matters relating to the child's upbringing, it may be better to leave matters at status quo, and not to make any custody order*. As was suggested by Assoc Prof Debbie Ong in her article "Making No Custody Order: *Re G (Guardianship of an Infant)*" [2003] SJLS 583 at p 587–588, *in other circumstances where there is a need to prevent parties from drawing the child into the battle over the extent of their custodial powers, or where there is a need to avoid any possibly negative psychological effect that comes about when one parent "wins" and the other parent "loses" in a custody suit, it may also be appropriate not to make any custody order*.
>
> [emphasis added]

13 The existing arrangement between the parties, which the Husband appeared to find acceptable, already saw the younger child residing with the Wife. I did not think there was any actual dispute between the parents over any matter of weight relating to the Daughter's upbringing. Also, in my view, there was no need to risk the possibly negative psychological effect that might come about if the Wife had "won" and the Husband had "lost" the custody suit as far as care and control of the Daughter was concerned. Therefore, I made no order as to custody and care and control. In any case, I noted that the Daughter would have reached majority shortly as she turned 21 on 19 September 2011.

Division of matrimonial assets

14 The starting point for the division of matrimonial assets is found in s 112(1) of the Women's Charter (Cap 353, 1997 Rev Ed) ("the Charter") while s 112(2) provides a list of factors to be considered by the court when exercising its wide powers of discretion under s 112(1).

15 In *NK v NL* [2007] 3 SLR(R) 743, the Court of Appeal held that there are two distinct methodologies when it comes to the division of matrimonial assets. The first is the "global assessment methodology" and the second is the "classification methodology" (see [31] to [33]). As I saw no need for the separate apportionment of different classes of matrimonial assets in this case, I opted for the "global assessment methodology". In my view, this would achieve a just and equitable apportionment with minimal reshuffling of the matrimonial assets.

16 I will now proceed to divide the matrimonial assets in four steps:

(a) Determining and valuing the pool of matrimonial assets;

(b) Considering the direct contributions of the parties;

(c) Considering the indirect contributions of the parties;

(d) Deciding on a just and equitable apportionment of the matrimonial assets and making orders to achieve this most conveniently.

Step 1: Determining and valuing the pool of matrimonial assets

The operative date at which the matrimonial assets are determined

17 A preliminary issue which arose was the question of the operative date at which the matrimonial assets are to be determined or identified. The Court of Appeal has provided guidance on this issue in its recent decision of *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Nancy Tay*"). Having comprehensively considered the positions in other common law jurisdictions regarding the said operative date, the Court of Appeal observed (at [31]) that there was no uniformity of approach among the various jurisdictions and that there was "no one single formula or test which is adopted generally." It went on to hold at [32] that the operative date is to be determined at the court's discretion, having taken into account all the circumstances:

> 32 It seems to us that Parliament has very aptly recognised that it would not be wise to lay down a fixed date for the purposes of determining what assets would fall within the pool of matrimonial assets and what would not. A fixed cut–off date may not necessarily secure a just result in every case. *The simple truth is that the circumstances under which an asset could be acquired by a spouse are so varied that it would be best to leave it to the court to determine where the line should be drawn after taking into account all the circumstances*. It may be useful to illustrate the problems through several examples.
>
> [emphasis added]

18 At [39], the Court of Appeal presented the four possible options which courts could adopt as the operative date for the determination of what constitutes the pool of matrimonial assets:

(a) The date of separation;

(b) The date on which the petition of divorce is filed;

(c) The date on which a decree *nisi* (*viz*. an interim judgment of divorce) is granted; and

(d) The date of hearing of ancillary matters (including the date of the hearing of an appeal).

Notably, the Court of Appeal went on to state in that same paragraph:

> Of the four possible cut–off dates, *it seems to us that generally speaking it would be sensible to apply either the date of the decree nisi or the date of the hearing of the ancillary matters*. Much would depend on the fact–situation.
>
> [emphasis added]

19 The Court of Appeal went on to affirm (at [40]) the trial judge's adoption of the date on which the decree *nisi* was granted as the operative date. The Court of Appeal appeared to be influenced by the lapse of "some four long years" between the date of the decree *nisi* and the determination of ancillary matters. It was concerned that "[t]he spouse undertaking any new investment should be made to bear the consequences of his or her act..."

20 In the present case, the interim judgment of divorce was granted on 30 October 2007 and the hearing of the ancillary matters took place more than three years later, on 14 January 2011. I took the view that it was sensible in the factual circumstances of this case to apply the date of the interim judgment of divorce as the operative date for the determination of matrimonial assets.

The date at which matrimonial assets are to be valued

21 Having established the operative date for the determination of the matrimonial assets, the next step for the court is to determine the date on which the matrimonial assets should be valued. Generally speaking, not all matrimonial assets should be valued on the same date. Matrimonial assets can broadly be divided into two categories: first, jointly owned assets; and second, separately owned assets.

22 In most cases (such as the present), where the parties are the registered joint owners of the matrimonial home, the matrimonial home would be the quintessential jointly owned matrimonial asset. Other jointly owned assets might include joint investments in shares or other immovable property. Separately owned assets, on the other hand, are held in the sole name of one party. They might be the parties' own immovable property, personal bank accounts or investment accounts.

23 As a general principle, jointly owned assets should be valued at the date of the judgment on ancillary matters, see Chan Seng Onn J's ("Chan J's") statements in *AJR v AJS* [2010] 4 SLR 617 at [8]:

> Both parties ought to have the benefit of any appreciation and similarly, suffer any depreciation in the value of the asset up to the date of this judgement *since the parties themselves have implicitly agreed to keep the matrimonial asset to the present date* pending the conclusion of the ancillary hearing.
>
> [emphasis added]

I should clarify that in making those statements, Chan J referred to matrimonial assets generally. However, I think that he could not have meant for those statements to apply to separately owned assets, over which one party had sole control. This is because in that situation, it cannot be said that both parties implicitly agreed to keep such matrimonial assets pending the conclusion of the ancillary hearing. Indeed, a party might not even be aware of certain assets separately owned by the other party.

24 Although *obiter*, I think that jointly owned assets which can be disposed of or otherwise dealt with by either of the parties unilaterally should also come under the category of jointly owned assets. An example is a joint share trading account owned jointly by the parties, but which either party is allowed to transact without further authorisation from the other party. If a husband takes a view on the market and sells certain shares from the joint trading account, using the sale proceeds to buy other shares for the same account, the wife would have no problem monitoring the husband's trading activity. If so, she should be taken to implicitly agree with his management of the joint trading account, unless or course she explicitly states otherwise.

25 On the other hand, separately owned matrimonial assets should generally be valued at the date on which the matrimonial assets were determined. In *AJR v AJS* at [4], Chan J said, in the context of explaining why any asset acquired after the date of interim judgment should not be considered a matrimonial asset to be distributed between the parties:

> The party choosing to invest in new assets after the date of the Interim Judgment takes the benefit of an appreciation and also the market risk of a fall in the value of those investments.

Insofar as *AJR v AJS* can be read as authority for the proposition that the date of interim judgment is invariably the operative date at which the matrimonial assets are to be determined, it is clear that from *Nancy Tay* that this is not the case.

26 The authorities reviewed above also support the proposition that separately owned matrimonial assets should generally be valued at the date on which the matrimonial assets were determined. Not only should a party not be exposed to the risk of a gain or a loss flowing from the other party's *separate acquisition* of new assets (funded out of existing matrimonial assets), a party should also not be exposed to the risk of a gain or a loss flowing from the other party's *continued holding* of the existing matrimonial assets which he or she separately owns in the first place. Indeed, to hold an asset is as much an investment decision as to sell it.

27 The corollary to the general principle of limiting risk exposure to the party taking a unilateral decision on a separately owned asset is that it also prevents the other party from benefiting from a profitable investment decision which he or she had no part in; see *Ong Boon Huat Samuel v Chan Mei Lan Kristine* [2007] 2 SLR(R) 729 at [23] ("*Samuel Ong*") where the Court of Appeal held that having disassociated herself with a certain property investment by the husband, the wife could not reap its profits:

> ... In our view, the Wife cannot now claim what she once rejected. If the Wife maintains that she has nothing to do with the liabilities associated with Malvern Springs, then she similarly can have no share in its profits.

The Court of Appeal determined that the property was not to be included in the matrimonial asset pool for division (at [15]). In light of *Nancy Tay*, *Samuel Ong* can also be understood as having fixed the operative date for determining whether the "Malvern Springs" property specifically was a matrimonial asset, at a date before it was acquired in the husband's sole name.

28 For completeness, I am of the view that a party should not need to expressly disassociate itself from a particular asset so as to avoid the risk of a gain or loss flowing from it. In *Samuel Ong*, the Wife's explicit disassociation from a particular property was particularly relevant as the parties had at one point in time intended for the property to replace their matrimonial home (see *Samuel Ong* at [5]). Her explicit dissociation thus put to rest any dispute over whether that property was jointly or separately owned (see *Samuel Ong* at [27]).

29 I emphasise that the above dates for valuation should only be applied generally as the starting points for consideration. One can foresee situations in which it might be inequitable to adhere to the aforesaid dates. For example, in the case of a wealthy tycoon husband with massive investments under his sole name and a homemaker wife with no investments under her sole name, the husband might suffer immense losses due to a bad economy (through no fault on his own) between the date of interim judgment and the date on which the division of matrimonial assets is ordered. In that event, it would probably be inequitable to order the husband to pay over to his wife her share of the matrimonial assets based on a valuation made before the economy took a dive. Ultimately, the date on which matrimonial assets should be valued is up to the court's discretion, just as it is when it comes to the operative date on which the pool of matrimonial assets should be determined. What is critical is to arrive at a "just and equitable division" (see *Nancy Tay* at [36]) in all the circumstances in each particular case.

30 Having expressed my views on this issue, I note that in *Nancy Tay*, the Court of Appeal stated at the end of [39], which discussed at length a suitable cut–off date for the determination of matrimonial assets:

> "Once an asset is regarded as a matrimonial asset to be divided, then for the purposes of determining its value, it must be assessed *as at the date of the hearing*."
>
> [emphasis added]

However, the true context in which that statement was made shows that the Court of Appeal did not intend to cast in stone the date of valuation of matrimonial assets.

31 First, there was no discussion on the justification for fixing the date of valuation invariably at the date of the ancillary matters hearing. Secondly, as I have already noted at [29] above, the Court of Appeal's emphasis was clearly on a "just and equitable division" (at [36]):

> Ultimately, perhaps the adoption of an operative date or dates may not really be that critical as compared to arriving at a just and equitable division.

Keeping that statement in mind, *Nancy Tay* affords some flexibility in selecting valuation dates for matrimonial assets insofar as they enable the court to arrive at a just and equitable division in all the circumstances of the case before it.

32 In a few situations, where there are protracted hearings or judgment has been reserved and material changes take place in the value of assets in the meanwhile, I have no doubt that the court is entitled to be updated where it would otherwise cause an injustice or prevent a just and equitable division of assets.

33 Having considered the applicable principles on the operative dates for determining and valuing the matrimonial assets, I will proceed to apply them to the present facts. At this stage, I need to candidly state that I came to my views on the said operative dates only after I had the benefit of

time to consider them subsequent to my oral judgment given on 2 June 2011. On the present application of these views, which I have had the additional time to consider, I arrived at a slightly different total valuation of the matrimonial assets. In giving my oral judgment earlier, I arrived at a total valuation of the matrimonial assets slightly below $4m and thus rounded it up to $4m. On the application of my distilled views, the total value I arrive at is only slightly above $4m. I have rounded that figure down to $4m and therefore, happily, my original orders on division stand unchanged.

Jointly owned property

(1) The matrimonial home

34 The parties were the registered joint tenants of the matrimonial home at 6 Jalan Kathi, Singapore 468853. This was a three–storey corner terrace informally valued at $2.1m on 14 September 2010. [note: 11] The mortgage loan on this property has been fully discharged. [note: 12] On the principle that jointly owned property should be valued at the date of judgment on the ancillary matters, I accepted that valuation as it was the most current and reliable provided to me.

Property held in the Husband's sole name

(1) The Malaysian Property

35 On 17 December 2004, the Husband purchased a private condominium (with two rooms and a study) in Malaysia at Metropolitan Square Condominium, Block A, A–08–06, Damansara Perdana. ("the Malaysian Property"). The Husband contended that this property was not a matrimonial asset as it had been acquired after he had started sleeping separately from the Wife in mid–2002. It was intended to be his retirement home [note: 13] and the Wife had not made any contribution to the Malaysian Property whatsoever. [note: 14]

36 Even though I adopted the date of the interim judgment of divorce as the operative date for the determination of matrimonial assets (see [20] above), the Husband's contention did not straightforwardly fail. In *Nancy Tay*, the Court of Appeal held that different operative dates might apply for different assets, depending on the circumstances surrounding their acquisition (at [36] and [39]):

> 36 ... However, the problem is in determining what that operative date should be, bearing in mind the possible diverse assets, and the different circumstances under which they were acquired. *Indeed, it does not follow that there can only be one operative date. Multiple dates are distinctly possible, depending on the nature of the assets and the circumstances surrounding their acquisition*. Ultimately, perhaps the adoption of an operative date or dates may not really be that critical as compared to arriving at a just and equitable division.
>
> ...
>
> 39 ... Of the four possible cut–off dates, it seems to us that generally speaking it would be sensible to apply either the date of the decree *nisi* or the date of the hearing of the ancillary matters. Much would depend on the fact–situation. *As indicated at* [36] *, there is nothing to preclude the court from applying different cut–off dates to different categories of assets if the circumstances so warrant*. ...
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> [emphasis added]

37 However, I decided that the same operative date should apply for the Malaysian Property. First, I noted that when the Husband bought the Malaysian Property, he was still living under the same roof as the Wife. Secondly and perhaps more pertinently, there appeared to be no real practical difference anyway and it would be neater to have one operative date for all the matrimonial assets. Adopting the date of interim judgment as the operative for the determination of matrimonial assets, I valued the Malaysian Property at the date of interim judgment since it was a matrimonial asset separately held by the Husband. The closest valuation I had to the date of interim judgment was RM 331,309 [note: 15], as stated in the Husband's first affidavit of assets and means filed on 10 January 2008 ("the Husband's 1st AOAM").

38 Pausing now to consider the position if I had determined that an earlier operative date applied for the Malaysian Property specifically (so that it was not a matrimonial asset): it must be noted that the funds which the Husband used to buy the Malaysian Property would then have had to be restored to the pool of matrimonial assets (see *Nancy Tay* at [33]). As the Husband did not state how much he paid to purchase the Malaysian Property in the first place, I would have approximated that figure by the earliest valuation of the Malaysian Property available to me, which was the same figure of RM 331,309. [note: 16]

39 As the Husband did not propose an exchange rate, I adopted the Wife's proposed exchange rate at RM2.40 per SGD. [note: 17] Therefore, the Malaysian Property was valued at $138,045.42. I thus included the Malaysian Property (valued at $138,045.42) into the pool of matrimonial assets. In making my orders to divide the matrimonial assets between the parties to achieve the apportionment between them which I deemed fair, I took into consideration the Husband's intention for the Malaysian Property to be his retirement home.

(2) Motor vehicles

40 The Husband purchased a Toyota Corolla (Altis) SFW6284R in July 2005. It was valued at $36,000 on 31 December 2007, the valuation dated closest to the date of interim judgment. [note: 18] The Husband submitted that this was not used for the purposes of the family. [note: 19] I included this vehicle and valuation into the pool of matrimonial assets for much the same reasons as those for the Malaysian Property (see above at [37]).

(3) Insurance policies [note: 20]

(a) Great Eastern policies

41 The Husband's 1st AOAM stated that he had five Great Eastern insurance policies which had surrender values I totalled at $292,589. Some of these policies were subsequently surrendered and the proceeds reinvested into managed funds. [note: 21]

42 I pause to note at this juncture the difficulties engendered by setting in stone the rule that assets must be valued at the date of the ancillary matters hearing (see above at [30]–[32]). Those policies which were surrendered simply did not exist at the date of the ancillary matters hearing. The next best option would have been to approximate their value by taking the value of the managed funds as at the date of the hearing. However, in my view, it would not have been fair to expose the Wife to the risk of gain or loss which the Husband unilaterally took in reinvesting the surrendered policies into certain managed funds which he picked. Therefore, it seemed most fair to simply value all the Great Eastern insurance policies as closely to the date of interim judgment as possible.

(b) AIA and Prudential policies

43 The Husband had two AIA insurance policies. As the first listed the Daughter as its beneficiary (and did not state a surrender value), I considered this the Daughter's asset and did not include it in the pool of matrimonial assets to be divided. As for the second, the Husband did not provide a surrender value but its coverage was stated to be $42,000 in the Husband's 1st AOAM. [note: 22] I took this figure to approximate its surrender value and included it in the pool of matrimonial assets.

44 The Husband had one Prudential policy which listed the Son as its beneficiary (and did not state a surrender value), as with the first AIA policy, I considered this to be the Son's asset and did not include it in the pool of matrimonial assets to be divided.

(c) NTUC Policies

45 The Husband had two savings/investments NTUC policies which had cash values I totalled at $166,671.52. These were included into the pool of matrimonial assets. He had two further health insurance policies which I understood from the insurance provider's website, <http://www.income.com.sg> (accessed 13 May 2011), not to have a surrender value. They appeared to cover medical expenses and provide cash payouts in the event of severe disability. On that basis, I did not consider them assets to be included in the pool of matrimonial assets.

(4) Shares and unit trusts

46 The Husband's 1st AOAM stated that he had shares which values I totalled at $68,021.02. [note: 23] It also stated that he had unit trust investments which values I totalled at $310,156.14. [note: 24] Some of those unit trust investments were made in United Kingdom pounds ("GBP"). As neither party proposed an exchange rate for these investments, I applied the exchange rate of SGD2.81 per GBP, which I obtained from <http://sg.finance.yahoo.com> as the exchange rate for the week of 7 January 2008, which was in the same week as the day on which the Husband's 1st AOAM was sworn and filed (*ie* 10 January 2008). Therefore, I counted the Husband's investments, in shares and unit trusts valued as above, towards the pool of matrimonial assets.

(5) Bank accounts [note: 25]

47 The Husband's 1st AOAM stated that he had Singapore bank accounts holding monies which I totalled at $75,772.79. He also had Malaysian bank accounts which held monies I totalled at $18,850.60; and other foreign bank accounts (denominated in GBP, Australian dollars ("AUD") and US dollars ("USD")) which held monies I totalled at $11,349.65. Again, as the Wife was the only party who proposed exchange rates, [note: 26] I adopted her exchange rates at $1.30 per AUD and $1.29 per USD. I included these monies as valued in the pool of matrimonial assets.

(6) CPF Monies

48 The Husband's 1st AOAM stated that he had CPF monies (as at 8 January 2008) which I totalled at $125,110.63. [note: 27] I included this in the pool of matrimonial assets.

(7) Raffles Town Club Membership [note: 28]

49 Finally, the Husband's 1st AOAM stated that owned a Raffles Town Club Membership valued at $6,000. I also included this in the pool of matrimonial assets.

Property held in the Wife's sole name

(1) Motor vehicles

50 The Wife owned a Honda Jazz which she bought in July 2009, after interim judgment was given. [note: 29] She paid for this using her CPF monies which were matrimonial assets held solely by her as they were most likely accumulated before the date of interim judgment (because she left her salaried position as Director of Nursing in May 2007). The CPF monies used to fund the purchase of this vehicle are accounted for below as I counted her CPF monies standing to her account (as at the date of interim judgment) towards the pool of matrimonial assets.

(2) Insurance policies

51 The Wife's 1st AOAM affirmed on 17 January 2008 stated that she had five insurance policies from AIA Assurance Co Ltd and Great Eastern Life. [note: 30] The Husband has asked her to provide the surrender values for the same since 16 November 2009 when he filed his 2nd AOAM. [note: 31] This was also raised at the hearing before me and I had specifically asked the Wife's solicitor to obtain the surrender values from her. However, the Wife's 6th affidavit (filed after the hearing before me) simply stated the following (at para 18):

> I have not been able to obtain the surrender value of my insurance policies as they have not matured yet.

52 Needless to say, this was unsatisfactory and I was not impressed. From a brief survey of the websites of, respectively, AIA Assurance Co Ltd <http://www.aia.com.sg> (accessed 13 May 2011) and Great Eastern Life <http://www.lifeisgreat.com.sg> (accessed 13 May 2011), I noted that most (if not all) of the policies appeared to provide a payout on maturity.

(3) Shares and unit trusts

53 The Wife's 1st AOAM stated that she held shares and unit trusts of values which I totalled at $150,302.00. [note: 32] I included this in the pool of matrimonial assets.

(4) Bank Accounts

54 The Wife's 1st AOAM stated that she had three local bank accounts holding monies which I totalled at $50,982.56. [note: 33] I included this in the pool of matrimonial assets.

(5) CPF Monies

55 The Wife's 1st AOAM stated her CPF accounts held monies which I totalled at $350,447.25. [note: 34] I also included this in the pool of matrimonial assets.

(6) BabyBreeze.Biz Pte Ltd

56 The Wife was the 50% shareholder of BabyBreeze.Biz Pte Ltd ("BabyBreeze.Biz"), which had a total issued share capital of $100,000. [note: 35] As BabyBreeze.Biz was incorporated on 24 September 2007, before the date of interim judgment. I determined her shareholding as a matrimonial asset and valued it at $50,000.

(7) BabyBreeze Confinement Nanny Pte Ltd

57 On the other hand, BabyBreeze Confinement Nanny Pte Ltd ("BabyBreeze Confinement Nanny") was incorporated on 13 February 2009, [note: 36] quite some time after interim judgment was granted. Thus, I did not consider her shareholding in this company a matrimonial asset.

(8) 4D Winnings

58 Apparently, the Husband had at some point financed the purchase of a winning lottery ticket. The winnings came to $15,000 which the Wife held. [note: 37] The Husband claimed half of this. The Wife denied the Husband's claim as she was the one who asked her ward clerk to purchase the winning number. She also said that the winnings were used for household expenses. [note: 38] I decided to count this amount towards the pool of matrimonial assets. In any event, this amount would prove insignificant in light of the rounding down.

59 I have tabulated the assets which I determined to be part of the pool of matrimonial assets below:

S/No	**Property**	**Value / Remarks**
Jointly owned property: $2.1m		
1	6 Jalan Kathi (matrimonial home)	$2.1m
Property held in the Husband's sole name: $1,290,567.63		
2	The Malaysian Property	$138,045.42
3	Toyota Corolla (Altis)	$36,000.00
4	Great Eastern policies	$292,589.86
5	AIA policies	$42,000.00
6	NTUC policies	$166,671.52
7	Shares	$68,021.02
8	Unit trusts	$310,156.14
9	Singapore bank accounts	$75,772.79
10	Malaysian bank accounts	$18,850.60
11	Other foreign bank accounts	11,349.65
12	CPF Monies	$125,110.63
13	Raffles Town Club Membership	$6,000
Sub–total of Property held in the Husband's sole name		$1,290,567.63

Property held in the Wife's sole name: $616,731.81		
14	Insurance policies	Surrender values not given even after I asked for them
15	Shares and unit trusts	$150,302.00
16	Singapore Bank Accounts	$50,982.56
17	CPF Monies	$350,447.25
18	BabyBreeze.Biz Pte Ltd	$50,000
19	4D Winnings	$15,000
Sub–total of Property held in the Wife's sole name		$616,731.81
Grand Total of all matrimonial assets: **$2,100,000.00 + $1,290,567.63 + $616,731.81**		**$4,007,299.44**

60 Therefore, I valued the pool of matrimonial assets at $4,007,299.44. I rounded this down to $4m.

Step 2: Considering the direct financial contributions of the parties

61 The matrimonial home was bought at around $550,000 (since it was undisputed that the 10% initial cash deposit was $55,000). [note: 39] The Husband claimed that the ratio of his direct financial contributions vis–à–vis the Wife's was around 84:16 (counting the financial contributions he claimed to have made to the renovation, furniture and fitting as well). Against that, the Wife claimed that the ratio was somewhat more to her favour at 73:27 (Husband:Wife). The difference pertained to disputes over whether the Wife had contributed towards the initial $55,000 cash deposit towards the property, a capital loan reduction payment of $105,000 made in 1997, as well as the renovation, furniture and fittings which were valued at around $100,000. [note: 40]

Step 3: Considering the indirect contributions of the parties

Indirect financial contributions

62 The Husband contended that he had provided for most of the family's financial needs and the upkeep of the matrimonial home. This allowed the Wife to keep most of her income to herself. The Husband also said he provided the Wife an allowance when she was in between jobs with Mount Elizabeth Hospital and National University Hospital. [note: 41] Further, he stated that he had loaned $30,000 to the Wife which assisted in the purchase of a car for her. [note: 42] The Wife said that the car was a family car and suggested that the $30,000 was to make up the difference for the higher priced car which the Husband (but not the Wife, who wanted a smaller car) wanted. [note: 43] The Husband countered that there was already a family car but the Wife wanted a smaller car for her own use. However, he accepted that the second car was used occasionally for the family. [note: 44]

63 The Wife contended that in "the early years", she supported the family financially as the Husband was serving his pupillage and not earning much. Her monthly salary paid their rent back then. She also claimed to have paid more than $1,000 for groceries and household items "on a regular

basis". [note: 45] To this, the Husband said that he was gainfully employed by then. [note: 46] As for the Husband's contention that the Wife kept most of her income to herself, the Wife denied this, stating that she had used around 70% of her then $5,000 "take home pay" for the family until the Husband started contributing to household expenses in 2001. Instead, it was the Wife's financial contributions which allowed the Husband to amass his investments and properties. [note: 47]

64 The Wife stated that she paid for outings to local attractions, cinema shows, musicals and meals for the children. She also paid for clothing (including uniforms), and reading material (including textbooks and enrichment material) for the children. In addition, she paid for the Husband's clothes. She said she gave the children festive gifts and Chinese New Year "angpows". She also stated that she paid for the children's medical bills and bought computers for the family's general leisure and education. She asserted that her financial contributions made "over the years" were "substantial". [note: 48]

65 The Husband generally contested the Wife's claims but conceded that she had made financial contributions occasionally. He stated that as the head of the household, he had provided for most of the family's expenses. In particular, he pointed out that the Wife had not accounted for the children's "angpows" which she said she had saved for their future. [note: 49] The Wife responded with a bare denial. [note: 50]

Indirect non–financial contributions

66 The Husband said that up to the time he decided to sleep separately from the Wife in mid 2002, he had fulfilled his duties and obligations as a reasonable husband. His strong support as a husband enabled the Wife to secure a well paying job and career advancement. He had similarly been a dutiful and responsible father, even after he left the matrimonial home. He had continued to provide for most of the upkeep of the matrimonial home after he left. Also, the Son had been residing with him until the Son began National Service, when the Son moved back to the matrimonial home for convenience. Although he was firm with the children, the Husband said he had no problems or difficulties communicating with them. On the other hand, the Wife needed his assistance to resolve her disputes with the children. [note: 51]

67 The Husband further stated that even if the Wife's assertions that he had improper associations with women were true, it did not necessarily mean that he had failed in his responsibilities as a husband or father. He had tried his best and would continue doing his part. He did not contest the Wife's assertions as an acrimonious divorce would not be to the children's interests. [note: 52]

68 The Wife denied that the Husband was a good husband and father. At home, he would watch television while drinking beer instead of spending time with the children or being concerned for their studies. It was his irresponsible extra–marital affair that led to the family's break up. The Son confided in her that he was unhappy staying with the Husband as he hardly spoke to the Husband. [note: 53]

69 The Wife contended that she was the sole caregiver to the children when they were sick, nursing them back to health with her occupational skills. The Husband left almost everything to her. She was the one who took the children to the zoo and other places of interests, coached them in their studies and shepherded them in times of transition. She maintained a clean home and garden. She prepared meals and supervised the maid's household chores and cooking. [note: 54]

70 She inspired the Husband by counseling and encouraging him to maximize his potential,

supporting him and comforting him through his frustrations when times were bad. She took care of his health and prepared meals for him. Looking back, she was proud of her contributions to her children and the Husband which were "indisputably immeasurable". [note: 55]

71 The Husband disputed the Wife's claims generally, stating that she had been engrossed and busy with her work and further studies which allowed her promotion to Director of Nursing. She was not the sole caregiver of the children when they were ill since the maid and the Husband had to help when she was at work. As for the Wife being an inspiration to him, the Husband said she was temperamental and suspicious. She frequently nagged at him and the children and habitually humiliated and put him down in front of her parents. [note: 56]

Step 4: Deciding on a just and equitable apportionment of the matrimonial assets and making orders to achieve this most conveniently

72 At the hearing, the Husband asked that the matrimonial home be sold and the sale proceeds (net of refunds to the parties' CPF accounts and sales charges) be apportioned 80:20 in his favour. [note: 57] He also asked for each party to retain their own assets except that the Wife should pay him his share of the 4D winnings (see [58] above). [note: 58]

73 The Wife asked for the entire matrimonial home on account of her direct and indirect contributions. If the court was not so inclined, she asked for 65% of the matrimonial home. [note: 59] She also asked for 50% of the Husband's assets. [note: 60]

74 It is trite that the division of matrimonial assets is not a mathematical exercise. In *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*"), the Court of Appeal held (at [33]–[34]):

> **Our decision**
>
> 3 3 *It is axiomatic that the division of matrimonial property under s 112 of the Act is not – and, by its very nature, cannot be – a precise mathematical exercise*. As was recently pointed out in the Singapore High Court decision of *Chen Siew Hwee v Low Kee Guan* [2006] 4 SLR(R) 605 at [66]:
>
> > ... It is now widely acknowledged that the court's discretion is to be exercised in broad strokes rather than by way of an unrealistic mathematical approach (see *Halsbury's Laws of Singapore* [vol 11 (LexisNexis, 2006 Reissue, 2006)] at paras 130.757 and 130.759, citing the Singapore High Court decision of *Koo Shirley v Mok Kong Chua Kenneth* [1989] 1 SLR(R) 244 and the Singapore Court of Appeal decision of *Yeong Swan Ann v Lim Fei Yen* [1999] 1 SLR(R) 49). The focus is also on achieving a fair and reasonable division (see *Halsbury's Laws of Singapore* at paras 130.760 and 130.761). All this is undoubtedly not only consistent with the existing case law but is also both logical and commonsensical. But there is no substitute for a careful consideration of all the relevant facts and factors in the case at hand. ...
>
> 34 Even more recently, V K Rajah J (as he then was) observed, in a similar vein, in the Singapore High Court decision of *NI v NJ* [2007] 1 SLR(R) 75 , as follows (at [18]):
>
> > The division of matrimonial assets is a subject to be approached with a certain latitude; it calls for the application of sound discretion rather than a purely rigid or mathematical

formula. All relevant circumstances should be assessed objectively and holistically. Generally speaking, however, when a marriage ends a wife is entitled to an equitable share of the assets she has helped to acquire directly or indirectly.

[emphasis added]

75 As is commonplace in matters of this nature, both parties filed multiple affidavits making allegations and accusations against each other. I am hard put to make findings on affidavit evidence but I can only do my best since neither party applied for the other to be cross–examined. I am comforted that the law merely requires a broad brush approach to achieve a just and equitable division, as the Court of Appeal stated in *Nancy Tay* (at [78]):

78 The views expressed in *Yow Mee Lan* was endorsed by this court in *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260 where it said that in determining the division of matrimonial assets all relevant circumstances must be taken into account, particularly those matters listed out under s 112(2). *But the court is not expected to make an exact calculation of each spouse's contributions, whether financial or non–financial. Ultimately, the court must take a broad brush approach to reach what in its view is a just and equitable division*.

[emphasis added]

76 At the hearing before me, counsel for the Wife candidly conceded that the Husband has made more direct and indirect financial contributions to the family than the Wife. As for indirect non–financial contributions to the family, I noted that the Wife herself stated on affidavit that she kept a "busy schedule". [note: 61] She rose to become a nursing director which her counsel described as the "highest nursing post". [note: 62]

77 The Husband does not seem to be the irresponsible father which the Wife has made him out to be. His 4th AOAM filed on 10 May 2010 exhibited a utilities bill in the sum of $333.02 for the matrimonial home. [note: 63] This was addressed to the Husband and dated 18 January 2010, long after the interim judgment of divorce had been given. Also, he produced multiple Automated Teller Machine funds transfer receipts which showed that he had transferred amounts between $50 and $777.77 to the Son's and Daughter's bank accounts over the course of 2009 to 2010. [note: 64] Copies of the Son's and Daughter's bank passbooks confirmed their bank account numbers. While the receipts did not show that transfers were made to both accounts every month, some months saw multiple transfers of funds.

78 Above this, the Husband exhibited one card from each of his children. The Daughter's card read:

dear daddy,

happy x'mas & HAPPY BIRTHDAY!!

I [heart] you everyday. be safe and have a terrific trip to M'sia.

thanks for being a great, supportive person throughout. I am honoured to call you my dad.

kisses & hugs [note: 65]

The Son's card appeared to only have one line and read:

> A son will always belong to his father. [note: 66]

The Son then signed his name and added the words "Love you".

79 Although indirect non–financial contributions are difficult to measure in financial terms (see *Lock Yeng Fun* at [39]), I am aware of the importance of "giving the *fullest* effect to the non–financial contributions" [original emphasis] of the parties (*Lock Yeng Fun* at [55]).

80 Taking a general view on the evidence, I do not think that this is one of the cases in which a wife more than makes up for her lesser direct and indirect financial contributions to the family *via* her indirect non–financial contributions to the same. In fact, I am not entirely convinced that the Wife even made up for the same through her indirect non–financial contributions. The Husband appeared to have made his fair share of indirect non–financial contributions to the family. Therefore, I would apportion a greater proportion of the matrimonial assets to the Husband.

81 In exercising my discretion on determining a just and equitable apportionment of the matrimonial assets between the parties, I also had regard to s 112(2)(f) of the Charter (see [15] above), which reads:

> (f) any period of rent–free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;

There is no indication from the evidence that the Wife paid the Husband any rent since he moved out. In fact, as I noted at [77] above, it appears that the Husband has been paying the utilities bills for the matrimonial home even after he moved out.

82 As stated above at [51]–[52], during the hearing, I had specifically asked counsel for the Wife to tell his client to address the Husband's queries regarding the surrender values of her insurance policies. I also specifically asked him to tell her that I might draw an adverse inference against her if she did not do so. Her unelaborated answer that she could not obtain the surrender values as the policies had not matured was unacceptable.

83 At the hearing, Counsel for the Husband had also challenged the Wife's assertion that she had no income from her company, BabyBreeze.Biz, after she left her salaried position as Director of Nursing. [note: 67] Counsel for the Husband additionally submitted that the Wife had refused to disclose whether she was receiving director's fees from her businesses. [note: 68] He noted that the Wife's tax filings indicated that she had not been drawing an income from her two businesses, namely Babybreeze.Biz Pte Ltd and BabyBreeze Confinement Nanny. [note: 69] However, he drew my attention to the Wife's 5th affidavit filed on 30 July 2010, which was a response to a further discovery request from the Husband.

At page 10 of that affidavit, the Wife exhibited the "Trading and Profit & Loss Account" of Babybreeze.Biz Pte Ltd. The sum of $139,678.61 was booked under the line item "Salaries (Casual Labour)". I asked Counsel for the Wife to ask his client to clarify who was drawing those salaries. I stated specifically to the Wife's counsel that I wanted to be fair to her and did not want to come away thinking that she was hiding anything when she was not.

84 However, the Wife's 6th affidavit (filed after the hearing before me) did not satisfactorily

address the issue which I raised. Regarding salaries, she simply stated that she had a staff member who was paid "$14,152.00 salary and $1,249.50 CPF contribution." [note: 70] Given the small scale of the business, I assumed that those figures referred to an annual salary. This left the bulk of the $139,678.61 figure unexplained.

85 It is clear that the parties have duties to make full and frank disclosure to the court. In *BG v BF* [2007] 3 SLR(R) 233, the Court of Appeal held (at [52])

> 52 First, the general duty that every party to court proceedings owes to the court to make full and frank disclosure of all relevant information within his or her knowledge is particularly relevant in the context of the division of matrimonial assets. *The position in law is that full and frank disclosure is important and in its absence the court is entitled to draw inferences adverse to the party who failed to do so*: *Koh Kim Lan Angela v Choong Kian Haw* [1993] 3 SLR(R) 491.
>
> [emphasis added]

As for the consequences for the breach of such duties, Belinda Ang J held in *Au Kin Chung v Ho Kit Joo* [2007] SGHC 150 (at [35]–[36]):

> 35 Although there is no blanket rule in relation to the courts' powers upon drawing an adverse inference (see *NK v NL* [2007] SGCA 35), as the cases illustrate, there are two possible ways of giving effect to an adverse inference drawn against a party to the proceedings. *The first approach is for the court, pursuant to the adverse inference, to go on to determine the value of the undeclared asset*. In *Tay Sin Tor v Tan Chay Eng* [2000] 2 SLR 225 , Kan Ting Chiu J at [18] held:
>
> > An adverse inference was drawn against the husband that he has not disclosed all his assets. The District Judge should not stop after drawing the inference and should have gone on to determine the value of the undeclared assets. This cannot be done with precision because it springs from a lack of information, but nevertheless, a value should be inferred from the information available and it is for the party who is dissatisfied with it to show that it is unreasonable. This has to be done so that a value for the undisclosed assets can be included in the division. As matters stand, it is not known how much unaccounted assets the husband was deemed to have, and how that influenced the eventual decision.
>
> 36 *The other approach to giving effect to the adverse inference drawn against a spouse is to order a higher proportion of the known assets to be given to the other spouse*. In *NK v NL*, there was no explanation proffered by the husband as to what happened to the particular amount in question (a considerable sum of $2.7 million) warranting an adverse inference against him. In the circumstances, the Court of Appeal held that it was more just and equitable (and practical) to order a higher proportion of the known assets to be given to the wife.
>
> [emphasis added]

86 Here, I adopted the latter approach of ordering a higher proportion of the known assets (than I would have otherwise ordered) to be given to the Husband.

87 For reasons including those stated above and adopting the broad–brush approach, I came to the view that apportioning 60% ($2.4m) of the matrimonial assets to the Husband and 40% ($1.6m) to the Wife would achieve a just and equitable division of the matrimonial assets. In deciding on this amount, I also took into account the order as to the maintenance of the Wife which I proposed to

make.

88 As the Wife already held assets amounting to approximately $600,000 on her own, I ordered that the matrimonial home be sold and $1m of the sale proceeds be transferred to her. For the avoidance of doubt, I stated that the sum of $235,538.84 which she contributed to the purchase of the matrimonial home from her CPF monies was to be included in this sum of $1m.

Maintenance

Maintenance for the Wife

89 In deciding on maintenance for the Wife, I had regard to the factors set out s 114 of the Charter.

90 The Wife has estimated her monthly expenditures at around $8,470.00. [note: 71] After deducting the line items exclusively relating to the daughter (polytechnic monthly fees: $175; allowance, food and transport: $500), the Wife's monthly expenditures total $7,795. Para 32 of the Wife's Written Submissions stated that it would be reasonable to estimate the Wife's "income capacity" at between $4,000 and $5,000. She sought a monthly maintenance sum of $2,500 as maintenance for her and the Daughter. [note: 72] While she asked to be paid maintenance so that she could live in a condominium apartment so as to maintain her standard of living, [note: 73] I noted that the Husband had himself "downgraded" to a rented Housing and Development Board flat since moving out of the matrimonial home. [note: 74] Notwithstanding his monthly salary of $13,500, the Husband is 61 years of age this year and diagnosed with diabetes mellitus.

91 Taking the entire circumstances of this case into account; and as I consider what I have apportioned to the Wife in terms of the matrimonial assets to be generous in the circumstances, I make no order for the payment of any sum to her as maintenance.

Maintenance for the children

92 The power of the court to order maintenance for children pursuant to a divorce is found in s 127 of the Charter. However, the relevant factors for consideration are found at s 69(4) of the Charter. As the Son has reached 21 years of age, s 69(5)(b) and (c) of the Charter are also relevant.

93 As stated above at [90], the Wife sought a monthly maintenance sum of $2,500 as maintenance for herself and the Daughter. The Husband proposed that 15% of the net sale proceeds from the matrimonial home (after deducting refunds to the parties' CPF accounts and sales charges), amounting to $123,887.77, should be paid as maintenance for the children. [note: 75] At the hearing, his counsel informed me that the Son was presently serving National Service and intended to pursue tertiary studies. The Daughter would turn 21 soon and was in her first year of polytechnic studies.

94 Pursuant to the provisions of the Charter which I highlighted above and taking into account all the circumstances of this case, I ordered that the sum of $123,877.77, as proposed by the Husband, be paid to the Wife as maintenance for the children. The Husband can pay this out of the remaining sale proceeds of the matrimonial home and/or by liquidating some of his investments. These funds being maintenance for the children, the Wife should set them aside for their education.

Costs

95 Having heard counsel, I made no order as to costs. I gave parties liberty to apply.

[note: 1] Wife's Written Submissions at para 31.

[note: 2] Wife's Affidavit filed 21.1.2011 at para 4.

[note: 3] Wife's Affidavit filed 21.1.2011 at paras 5 and 8.

[note: 4] Defence and Counterclaim (Amendment No 1) at para 3(2)(iii).

[note: 5] Husband's Skeletal Submissions at para C.1

[note: 6] At section C.

[note: 7] Husband's 4th AOAM filed 10.5.2010 at para 7.1 (February 2010 date); Wife's 2nd Affidavit filed 16.11.2009 at para 17(b) (July 2009 date)

[note: 8] Husband's 3rd AOAM filed 8.1.2010 at para 17(c).

[note: 9] Husband's 3rd AOAM filed 8.1.2010 at para 17(a).

[note: 10] Husband's Skeletal Submissions at para C.6

[note: 11] Plaintiff's Bundle of Documents at p 3: Verbal indication of valuation by CKS Property Consultants Pte Ltd

[note: 12] Husband's 3rd AOAM filed 8.1.2010 at para 14(a).

[note: 13] Husband's 4th AOAM filed 10.5.2010 at para 6(c).

[note: 14] Husband's Skeletal Submissions at para D.2(a).

[note: 15] Husband's 1st AOAM filed 10.1.2008 at para 12(a)

[note: 16] ibid

[note: 17] Wife's Written Submissions at para 16

[note: 18] Husband's 1st AOAM filed 10.1.2008 at para 6(b)

[note: 19] Husband's Skeletal Submissions at E(1)(a).

[note: 20] Husband's 1st AOAM filed 10.1.2008 at para 7.

[note: 21] Husband's 2nd AOAM filed 16.11.2009 at para 6(iii).

[note: 22] At para B.I.7(b)(ii)

[note: 23] At para B.I.8(a).

[note: 24] At para B.I.8(b).

[note: 25] Husband's 1st AOAM filed 10.1.2008 at para 9.

[note: 26] Wife's Written Submissions at para 16.

[note: 27] At para B.I.10.

[note: 28] Husband's 1st AOAM filed 10.1.2008 at para 12(b).

[note: 29] Wife's 6th Affidavit of 21.1.2011 at para 16

[note: 30] At para B.I.7.

[note: 31] At para 21.

[note: 32] At para B.I.8.

[note: 33] At para B.I.9.

[note: 34] At para B.I.10.

[note: 35] Wife's solicitor's affidavit filed on 26.11.2009 at pp 33––34

[note: 36] Wife's solicitor's affidavit filed on 26.11.2009 at pp 20––23

[note: 37] Husband's Submissions at Para E.8 and 3rd AOAM filed 8.1.2010 at para 20(e).

[note: 38] Wife's 2nd Affidavit filed 16.11.2009 at para 20(e).

[note: 39] Wife's Written Submissions at para 8(a).

[note: 40] Wife's Written Submissions at para 9.

[note: 41] Husband's Fact and Position Sheet at A.I.1.10 (c), (d), (f).

[note: 42] Husband's 1st AOAM filed 10.1.2008 at para 18(f)

[note: 43] Wife's 2nd Affidavit filed 16.11.2009 at para 20(d).

[note: 44] Husband's Fact and Position Sheet at A.I.1.10 (g).

[note: 45] Wife's 1st AOAM filed 22.1.2008 at section B paras 15, 18.

[note: 46] Husband's 2nd AOAM filed 16.11.2009 at paras 24––25

[note: 47] Wife's 2nd Affidavit filed 16.11.2009 at para 21(b).

[note: 48] Wife's 1st AOAM filed 22.1.2008 at section B paras 18–20.

[note: 49] Husband's 2nd AOAM filed 16.11.2009 at para 28.

[note: 50] Wife's 3rd Affidavit filed 11.1.2010 at para 25.

[note: 51] Husband's 1st AOAM filed 10.1.2008 at para 19(a) – (c).

[note: 52] Husband's 1st AOAM filed 10.1.2008 at para 19(d) – (e).

[note: 53] Wife's 2nd Affidavit filed 16.11.2009 at para 21(c) – (e).

[note: 54] Wife's 1st AOAM filed 22.1.2008 at section B para 21 – 22.

[note: 55] Wife's 1st AOAM filed 22.1.2008 at section B para 23.

[note: 56] Husband's Fact and Position Sheet at A.I.1.11.

[note: 57] Husband's Skeletal Submissions at D.1(i).

[note: 58] Husband's Skeletal Submissions at E.9.

[note: 59] Wife's Written Submissions at paras 14–––15.

[note: 60] Wife's Written Submissions at para 21.

[note: 61] Wife's 3rd Affidavit filed 11.1.2010 at para 27

[note: 62] Wife's Written Submissions at para 32

[note: 63] Husband's 4th AOAM at p 34.

[note: 64] Husband's 4th AOAM at pp 39–––47.

[note: 65] Husband's 4th AOAM at p 59.

[note: 66] Husband's 4th AOAM at p 60.

[note: 67] Wife's 1st AOAM filed 22.1.2008 at Para B.I.3(c)–––(d).

[note: 68] Husband's Skeletal Submissions at para F.(6).

[note: 69] Wife's 4th Affidavit dated 17.6.2010 at pp 21–––22.

[note: 70] At para 12.

[note: 71] Wife's Written Submissions at para 33. See also Wife's 2nd AOAM filed 22.1.2008 at para 14.

[note: 72] Wife's Written Submissions at para 34.

[note: 73] Wife's Written Submissions at para 34(b).

[note: 74] Husband's 4th AOAM filed 10.5.2010 at para 17.2

[note: 75] Husband's Skeletal Submissions at F.(5)(b) [wrongly numbered, should be read as: F.(7)(b)]