

Tang Ngai Sheung Peggy v Wong Yeu Yu
[2008] SGHC 221

Case Number : D 601622/2002
Decision Date : 26 November 2008
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Lim Poh Choo (Alan Shankar & Lim) for the petitioner; John Tan (Pereira & Tan LLC) for the respondent
Parties : Tang Ngai Sheung Peggy — Wong Yeu Yu

Family Law

26 November 2008

Judgment reserved

Belinda Ang Saw Ean J:

1 This is an application for ancillary relief brought in the divorce proceedings by the plaintiff, Tang Ngai Sheung Peggy. The respondent is Wong Yeu Yu. For convenience, the plaintiff is referred to hereinafter as "W", and the respondent, as "H".

2 The parties were married on 19 March 1975. W is now aged 58 and H is 63 years old. The Decree Nisi was granted on 28 January 2003 on W's Amended Petition re-filed on 8 November 2002 and H's Amended Cross Petition re-filed on 26 November 2002. W and H have two children both of whom are now adults. W was a homemaker. It is common ground that during the marriage W assisted in her father-in-law's company, Malaya Construction Co Pte Ltd ("MCCL"), and she was appointed one of the signatories to the company's current account with Bangkok Bank. W had no job designation and it was not entirely clear what she was specifically tasked to do at MCCL. Counsel for H, Mr John Tan, said she undertook "odd jobs" in MCCL. By the mid-80's, MCCL had no property development business but it was asset-rich as it had many landed properties and existed as a property owning company. Rentals collected on some of the properties rented out were used to pay MCCL's outgoings. It is understood that for a long time, no dividends were declared by MCCL. The properties acquired by Wong Shoa Ching ("WSC"), H's late father, on behalf of MCCL, were Nos 43, 47, 51 and 66 Truro Road, four bungalows situated at Nos 17, 21, 23 and 25 Toh Drive and a vacant piece of land at Rambutan Road. The bungalows at Toh Drive were rented out. H was given 5311 shares in MCCL by WSC on 23 April 1993. Shortly thereafter, H became its managing director and W ceased to be involved in MCCL.

3 H has a degree in civil engineering from the University of London. He graduated in 1967. [\[note: 1\]](#) He worked as an engineer for Gammon (Hong Kong) for nine months in 1971. Thereafter, he worked for WSC's company in Hong Kong from early 1972 to early 1973. From 1973 to 1977, he was a remisier at Lim & Tan. According to W, his time spent at Lim & Tan was to learn about the stock broking business rather than to earn a living for himself and the family. From 1978 to 1979, H worked for Hong Fok as a project coordinator but left in early 1980 to join WSC's business in Candor Construction (Pte) Ltd ("Candor"). He remained with Candor until 1984. From 1984 onwards, he was a private investor in stocks and shares. As a private investor, H made profits of \$200,000 to \$300,000 during the period from 1985 to 1987. In 1990, H "stopped working". [\[note: 2\]](#) In 2003, H was living off his CPF savings.

4 During the marriage, H used funds in his Central Provident Fund ("CPF") account to purchase a

HDB flat with an address at Block 436, Woodlands Street 41 #02-394, Singapore ("the Marsiling flat"). It was sold in August 2001 and the net sale proceeds of \$164,000 (before deducting agent's fees) were deposited into the parties' joint account with DBS Bank. W took \$50,000 of the sale proceeds and the rest was used by H to pay legal fees incurred in Originating Summons No 1245 of 1996 ("OS 1245").

5 By way of explanation, I should mention that OS 1245 was commenced by H as shareholder of 5311 (45.24%) MCCL shares against WSC, the other shareholders and MCCL. H claimed that WSC's decision to transfer 966 shares in MCCL to Wong Chong Yue, H's stepbrother, without first offering them to the existing shareholders was contrary to the Articles of Association of MCCL. In OS 1245, H sought, *inter alia*, an order that WSC offers for sale all 966 shares in MCCL to the existing shareholders of MCCL in accordance with MCCL's Articles of Association. He also sought an order declaring the appointment of Wong Chong Yue as director of MCCL null and void and of no effect. Eventually, OS 1245 was settled. By a Consent Order made on 2 March 1999 ("the Consent Order"), the parties agreed, *inter alia*, that MCCL be wound up by Members' voluntary liquidation. Upon liquidation, the assets of MCCL were to be distributed in specie. The shareholders were allowed the pick of any of the landed properties of MCCL up to the value of their respective shareholdings. Pursuant to the Consent Order and following the Members' voluntary liquidation of MCCL, there was a distribution in specie of the properties owned by MCCL to the various shareholders. H selected three properties at Truro Road – Nos 43, 47 and 66. An Order of Court dated 25 February 2000 listed down the three Truro Road properties selected by H ("the February Order"). The liquidator was required to transfer the properties to H upon production of certain documentation required from H.[\[note: 3\]](#)

The matrimonial assets

6 H is willing to subject some of his assets to division by this court, namely (i) a 3-bedroom flat in Zhenhai, Ningbo, China, (ii) money in POSB account no. 840-XXXXX-X; (iii) money in the CPF account and (iv) shares in two listed entities, namely DBS Bank and SingTel (collectively referred to as "the undisputed assets"). As at 29 July 2008, the undisputed assets have a total value of \$121,515.83. The bulk of H's wealth, which he says is excluded from division as they were derived from a gift of shares, comprises the following landed properties: (i) two terrace houses (Nos 43 and 44 Truro Road) and (ii) a piece of vacant land at Truro Road known as Lots 1993L and 97915L Town Subdivision 28 (formerly known as No 66 and, for convenience, is referred to hereinafter by its former house number, *ie* "No 66"), all of which have a combined open market value of \$12.9m as at 22 July 2008. For convenience, all the Truro Road properties are hereinafter referred to as "the disputed properties".

7 For completeness, I should mention the piece of land at Rambutan Road (known as Lots 569P and 570W of Mukim 26) ("the Rambutan Road Property") in which H and his stepbrother, Wong Chong Thai, are tenants in common in the proportion of 45.9% and 54.1% respectively. H holds that 45.9% share as trustee for himself (45.5%), his sister, Dolly Wong (0.2%) and brother, Wong Chong Wah (0.2%). The open market value of the land was \$1.8m as at 2 November 2007. His share in the Rambutan Road property came from the distribution in specie of MCCL's properties and his entitlement as beneficiary of his mother's estate. It is to be noted that H's mother was a long time shareholder of MCCL. Although not in the written submissions, counsel for W, Miss Lim Poh Choo, confirms that W is also asking for a share of H's interest in the Rambutan Road property from the distribution in specie which she says amounts to 45.3% share of the property. This 45.3% share of the Rambutan Road property is also referred to hereinafter as part of the disputed properties.

The disputed properties

8 The principal issue before me is whether the disputed properties fall within the statutory

definition of "matrimonial asset" in s 112(10) of the Women's Charter (Cap 353, Rev Ed 1997). Incidentally, Mr Tan raised two other points which, in my view, are non starters.

9 The first is his point that because the marriage ended in 2001 before H became the registered owner of the disputed properties, the disputed properties are not liable to division. H became the registered owner of No 47 Truro Road on 3 October 2007. The properties at No 43 and No 66 Truro Road were registered in H's name on 17 March 2006 and 1 December 2004 respectively. Mr Tan did not press this first point which was unarguable as he must be aware of the decision in *Yeo Gim Tong Michael v Tianzon* [1996] 2 SLR 1. In that case, Thean JA clarified that as a marriage is dissolved only after the decree nisi is made absolute, assets acquired by one party in the interim period (*i.e.* after the marriage had broken down but before the decree absolute) may still be considered for division.

10 His second point also has no merit. Mr Tan asserts that H did not derive any interests from the February Order because H had to first comply with the terms of an earlier Order [\[note: 4\]](#) relating to his sister's and brother's shares in the Rambutan Road property before transfer of the legal ownership of the properties could take place (see [5] above). Clearly, that part of the earlier Order did not concern the Truro Road properties. Of importance is H's beneficial ownership in the Truro Road properties. H obtained a proprietary interest in the Truro Road properties by virtue of the February Order.

Section 112(10) of the Women's Charter

11 The key asset in dispute was the 5311 (45.24%) ordinary shares in the capital of MCCL held by H and now represented by the disputed properties. It is not disputed that the shares were a gift to H from WSC, his late father.

12 As it was through the distribution in specie of the 5311 MCCL shares owned by H that he acquired the aforesaid properties known as Nos 43, 47 and land at Truro Road, Mr Tan cites *Chen Siew Hwee v Low Kee Guan (Wong Yong Yee, co-respondent)* [2006] 4 SLR 605 ("*Chen Siew Hwee v Low Kee Guan*") for the proposition that the disputed properties each retained its characteristic as a gift from H's father.

13 In my judgment, what is clear is that during the marriage, H became the beneficial owners of the disputed properties. If they qualify as "matrimonial asset" within the definition of s 112(10) of the Women's Charter, the disputed properties will be subject to division.

14 The relevant portion of s 112(10) reads as follows:

In this section, "matrimonial asset" means-

...

(b) any other asset of any nature acquired during the marriage by one party or both parties to the marriage,

but does not include any asset (not being a matrimonial home) that has been acquired by one party at any time by gift or inheritance and that has not been substantially improved during the marriage by the other party or by both parties to the marriage.

(Emphasis added)

15 By the qualifying words in s 112(10) as italicised above, an asset acquired by one party during the marriage by way of gift is excluded from being a matrimonial asset unless it (a) was a matrimonial home; (b) was substantially improved during the marriage by the other party or both parties to the marriage; or (c) ceased to be a gift (see *Chen Siew Hwee v Low Kee Guan* at [50] and [54]).

(i) Transformation of the gift of Shares

16 I shall first deal with the question whether the transformation of the MCCL shares to real property caused the gift to cease as such. As stated, the Member's voluntary winding up was followed by an in specie distribution. The disputed properties selected by H were representative of his proportionate share (45.24%) in the capital of MCCL. I agree with Mr Tan that the distribution in specie – that converted the MCCL shares to real property – did not cause the MCCL shares to lose their character as a gift (as was the case of the shares before distribution in specie was ordered).

17 Indeed in *Lee Yong Chuan Edwin v Tan Soan Lian* [2001] 1 SLR 377 ("*Lee Edwin*"), the shares concerned were in fact issued to the donee spouse in exchange for shares which were given to him previously by his grandparents and father. The court in *Lee Edwin* observed at [35] that the shares concerned continued to represent the same proportionate share in the underlying family business. The situation in the present proceedings is in substance similar even though the literal transformation was due to an in specie distribution.

18 Before I deal with the disputed properties, it is necessary to comment on H's claim in his affidavits that he held the 5311 MCCL shares on trust for himself, his sister Dolly Wong and brother, Wong Chong Wah. [\[note: 5\]](#) However, nowhere in any of his affidavits did he specify the size of their interests (*ie* whether it was equal or otherwise). In his first affidavit filed on 26 April 2005, H maintained that the trust was known to W, his brother, Wong Chong Wah, and sister, Dolly Wong. Notably, he did not raise this alleged trust in OS 1245. Neither did he disclose the trust to the liquidator of MCCL. He claimed that his late uncle Ong Kock Shong was also aware of the trust created pursuant to the wishes of WSC. H's claim as to the existence of a trust of the 5311 MCCL shares cannot be believed. In OS 1245, H claimed to be the registered and beneficial owner of the shares given to him by WSC in honour of H's deceased mother. [\[note: 6\]](#) In opposing OS 1245, WSC stated in his affidavit filed on 28 February 1997 that he gave an equal number of shares to H and his other son, Wong Chong Thai ("WCT") as both of them were his children in Singapore and he would be visiting Singapore less often due to his other business interests and his other family in Hong Kong. WSC made no reference to a trust in his affidavit. Notably, H's first affidavit in these proceedings also did not allude to the 5311 MCCL shares as being held in trust. Dolly Wong and Wong Chong Wah have an interest in MCCL because of their inheritance from their mother's estate. It seems to me that that was one instance where H had plainly no qualms lying to cut W out of a share of the disputed properties.

(ii) Matrimonial home - No 47 Truro Road

19 The question that arises is this: was No 47 Truro Road the matrimonial home? H claimed that the matrimonial home was the Marsiling flat. There was no basis for his claim which was glibly made so as to deny W of a share of this property.

20 I accept W's testimony that No 47 Truro Road was the matrimonial home, W and H having lived there from the day it was bought by MCCL until W ceased to reside there from 2001. H still resides at that address. It was their home since W's marriage to H and it was where their children grew up in. Zen Wong Wen Heng (aged 29) ("*Zen*"), the son and younger child of W and H, corroborated his mother's testimony. Zen confirmed that No 47 Truro Road was the only home that he ever knew and

that his parents, sister and he had never spent a single night at the Marsiling flat. He has only been to the Marsiling flat once to help his father move his old newspapers and assortment of kitchen appliances there. W said H bought the Marsiling flat as he wanted to make use of his CPF savings instead of leaving them in his account with the CPF Board. It was also a place to store his books, old newspapers and other items he had collected.

21 In *King Poey Choo (mw) v Ong Chong Ken Kenneth* [2003] SGDC 83 ("*King Poey Choo*"), the property the couple lived in during the marriage remained that of the original owner and there was no evidence of it having become the property of the husband as the parents never gave it to the son (see *Halsbury's Laws of Singapore*, Vol 11 (Reissue 2006) at para 130.814).

22 The facts of this case are different. The property known as No 47 Truro Road served as the matrimonial home for the entire duration of the marriage. For a long while, the property was owned by MCCL and H's father allowed W and H to live there rent-free with MCCL paying for utilities and property tax. Unlike *King Poey Choo*, in this case, H acquired the beneficial ownership of the property during the marriage. Significantly, pursuant to the Consent Order, H picked No 47 Truro Road as it was the matrimonial home. Moreover, after the selection, W and H continued to reside there until W moved out in 2001. W said she was asked to leave the matrimonial home by H. In contrast, H said she left on her own accord. Nonetheless, H continued to reside at No 47 Truro Road which had been closely connected with W and the children for a long period of time. In this case, not dividing No 47 Truro Road would leave the homemaker W disadvantaged.

(iii) *Nos 43 and 66 Truro Road and the Rambutan Road property- Enhancing the value of the MCCL shares*

23 These three properties, Nos 43 and 66 Truro Road and H's interest in the Rambutan Road property, being the result of the distribution in specie of his 5311 MCCL shares, all retain the character of a gift for the reasons stated in [16] and [17] above. The question which therefore arises is whether or not W had done anything to enhance the value of the MCCL shares. In *Chew Siew Hwee v Low Kee Guan*, the husband's father had given the shares to his son well before he met the wife. Andrew Phang J (as he then was) held that save for the matrimonial home, any other gift conferred on one party during the marriage would not fall within the meaning of the qualifying words unless they have been substantially improved by the other party or both parties to the marriage.

24 It is a question of fact whether or not W had done anything to enhance the value of the MCCL shares. The burden is on W to prove that there is a direct causal link between the efforts, if any, and the substantial improvement in value of the asset in question (see *Lee Edwin* at [37]). In my judgment, there was no relevant evidence of substantial improvement to the MCCL shares and in turn these properties by W. I shall now elaborate on my findings.

25 W claims that she had worked in MCCL and by her efforts she had substantially improved the value of H's shares in the MCCL. In addition, she argues that the bulk of the proceeds from the Marsiling flat (in which she also claims to have a share as it was the proceeds of sale of a matrimonial asset) were used to fund the litigation in OS 1245. Miss Lim also contends that the MCCL shares were "substantially" improved by W during the marriage as she was involved in the day to day management of MCCL.

26 The evidence relied upon by Miss Lim would not satisfy the qualifying words of s 112(10)(b). The court found in *Chen Siew Hwee v Low Kee Guan*, that there was no direct causal connection whatsoever between the contributions of the wife in that case and the enhanced value of the shares. Similarly, there was no correlation between what W did during her time in MCCL and the enhanced

value of MCCL's shares. It was H's father who, during the time he was managing the company, purchased properties on behalf of MCCL. WSC said that, over the years, the properties appreciated "tremendously" in value.[\[note: 7\]](#) The increase in net value of MCCL's properties had nothing to do with W's "contributions" in MCCL *before* the shares were gifted to H in April 1993. After April 1993, W was no longer involved in MCCL at all.

27 Miss Lim further argues that the bulk of the proceeds of the Marsiling flat (which represented the family's money) were used to pay for the legal costs incurred in OS 1245. As such, W is entitled to the fruits of the litigation represented by the distribution in specie. I do not see how the Consent Order and February Order assist W. The evidence on its own is insufficient to satisfy the twin requirements of enhancement in value of the asset and the direct causal connection between the enhanced value and the litigation. At no time did the litigation result in an increase in the size or value of H's shareholding of 45.24%.

Division of matrimonial assets

No 47 Truro Road

28 Miss Lim submits that W is entitled to a 50% share of the matrimonial home based on her indirect non-financial contributions. There was also indirect financial contribution in that she made use of her inheritance to pay for the expenses of the family. In contrast, Mr Tan argues that W is entitled to no more than a 10% share.

29 In my view, an equal division of the matrimonial home is just and equitable. I took into account W's various indirect financial and non-financial contributions to the family over a relatively long marriage including looking after H's mother and grandmother on several occasions.

W's testimony

30 W said that she was a housewife looking after H and her children and H's family. At the same time, throughout the marriage and until some of the properties were sold, W looked after Nos 43, 47, 49 and 51 Truro Road. No 43 was the registered address of MCCL and Candor. Both companies were incorporated by WSC and No 43 was occupied by H's parents. No 43 is now occupied by H's brother Wong Chong Wah. No 49 was purchased by MCCL for H's grandmother who lived there with her servant. No 51 was purchased by MCCL and WSC's second wife and daughter lived there. The last two properties were later sold.

31 Zen corroborated his mother's testimony that she was the parent who took care of theirs' and their father's needs and that of the home. In contrast, his father spent most of his time in his room attending to his interests in the stock market and on horse racing. He does not recall seeing his father go to work although he did visit him once or twice at the Newton Meadows project. He also recalled his father being in China for one to two years. W confirmed that after her mother-in-law's death, H went to China to help WSC and he remained there from 1992 to 1994. Other than those occasions, Zen said his father did not work and spent most of his time in his room preoccupied with the stock market and on horse racing.

32 Like her son, W disclosed that H was only interested in his computers, the stock market and race-horses. H was not house-proud. It was W who took care of the house and kept the house in good repair and condition. She tendered to the garden herself and engaged the help of a gardener for the more physically demanding gardening chores. H was never interested in the house and housework. He was from a well-to-do family and was never required to lift a finger to do household chores.

33 For the better part of their marriage, most of their daily meals and the household utilities were looked after by WSC in that they were paid from the US\$2m that was given to W or by MCCL. Pausing there at this money, H says W has not accounted for this money. I do not see the need for that as the money was not his or theirs. This money was entrusted to W by WSC to support WSC's mother and his two wives, all of whom were residing in Singapore. The money was used strictly for WSC's family. She disbursed from that account the monthly allowance of WSC's two wives and his mother. W used the money to pay the servants and the marketing she did for them. W would also make payments from that account based on instructions from WSC. W was accountable to WSC on the spending of this US\$2m. One Ms Ho from MCCL was in charge of the accounts of MCCL and she was also familiar with the utilisation of this US\$2m. Miss Ho would give W a list of items she had to pay as directed by WSC. Ms Ho would prepare the cheques for W to sign. It is not denied that WSC got along better with W than H did (and this fact was confirmed by Zen). The bulk of the money was spent on cars, the medical and related bills incurred by W's mother-in-law, the medical bills of H's grandmother (who had two operations for hernia), Chinese New Year celebrations and funeral rites for both mother-in-law and H's grandmother. The money has since been exhausted and the account was closed after the death of W's mother-in-law.

34 W said that it was only when H started work on the Grangeford project that he had a regular salary. When he was a remisier in Lim & Tan, he had very little income, and if there was any, it was irregular. He had some income after he completed the Newton Meadows project. By then W started to intermittently receive her inheritance of about \$800,000 from her grandfather's estate and together with H's salaries and profits from shares of about \$200,000 to \$300,000 gained between 1985 and 1987, the monies were used for the family's expenses and whatever payments H wanted to make. W's inheritance from her grandfather was used on the family despite her mother-in-law's advice to buy a property in her own name. W received her inheritance from her grandfather's estate on the following occasions – (a) 17 December 1986; (b) 19 June 1987; (c) 21 November 1989; (d) 15 April 1992; and (e) 6 May 1999.

H's testimony

35 H denied that he did not contribute to the expenses of the family. However, his claim that he had contributed some \$1.4m over the years was not substantiated. He also claims that his foray into the stock market earned between \$200,000 and \$300,000 in profits. Furthermore, when he was working on the Newton Meadows project, he was drawing a salary of about \$5,000 a month and was able to accumulate a substantial sum in his CPF account. When he was working on the Grangeford project, his income was given to W to manage.

36 The Marsiling flat was purchased using H's CPF moneys. He took out a HDB loan for the purchase. They spent \$10,000 on renovation of the flat. That was from money in the common pool. The Marsiling flat was sold in 2001 for \$164,000. W withdrew \$50,000 of the sale proceeds from their joint account without H's consent. The rest of the money he had utilised to pay the legal expenses incurred in OS 1245. [\[note: 8\]](#)

37 H admitted that most of the family expenses were paid by MCCL. However, H denied that W cared for his grandmother and mother. H said the only time W took care of his mother was when she was diagnosed with stomach cancer.

38 In my judgment, H has no qualms resorting to untruths to cut W out of a share of this property. I noted that his own father in his affidavit filed in OS 1245 described H as an aggressive and mean person. Not unlike his claim to a trust of the 5311 shares in MCCL, H's claim that the Marsiling flat was the matrimonial home was disingenuous. It is evident that throughout the marriage, H's work was

occasional so much so that it is not possible to describe H as the breadwinner of the family throughout the marriage. H's contribution to the accumulation of the family assets was relatively insignificant as is borne out by the nature and value of the undisputed assets.

39 In addition, apart from those expenses made by MCCL as H and W acknowledged, it appears that W had also shouldered the family expenses by dipping into her inheritance from her grandfather. In *Lim Choon Lai v Chew Kim Heng* [2001] 3 SLR 225, the wife there supported the family and provided for its welfare. The family's material comforts were provided largely by the wife. The Court of Appeal was of the view that the wife deserved greater credit for the comparatively larger contributions she had made to the family and marriage.

40 In the same way, by weighing all the various factors and weighing the contributions both monetary and non-monetary made by each party, I find that an equal division of the matrimonial home would be just and equitable. W is to have half share of No 47 Truro Road. Within six months from the date of this order, H is to either buy over W's share or sell the property in open market based on a joint valuation to be commissioned within one month of this order. H is to exercise the option to buy over W's share or sell the property in the open market within two weeks of valuation. H is responsible for any loans he has taken against the property as security. H is to pay the legal conveyancing fees and expense arising from this order.

Undisputed assets

41 The undisputed assets are valued at \$121,515.83. Since the flat is in China, and the other items are relatively small, it is more sensible to allow H to retain the undisputed assets. The court will bear in mind this order when dealing with the maintenance issue seeing that lump sum maintenance is another aspect of division of matrimonial assets. This same approach was adopted in the parallel case of *Chow Hoo Siong v Lee Dawn Audrey* [2003] 4 SLR 481 at [11]. In that case, shares were given to the husband before marriage. They were excluded from division because the wife had not substantially improved the asset. Nevertheless, the High Court went on to increase the wife's lump sum maintenance substantially.

Maintenance

42 In addition to a division of the matrimonial assets, W seeks lump sum maintenance for herself. W seeks maintenance from 2003 to June 2008. Since 2001, H has refused to give W any maintenance. She has been relying on loans from her elder brother, David Tang. [\[note: 9\]](#)

43 W is seeking lump sum maintenance as a clean break. Initially in her affidavit of 25 April 2003, she asked for \$3,100 per month which included a sum of \$500 for travelling expenses to Hawaii to see her daughter. It was later changed to \$4,000 and her current figure is \$5,000. It was argued that the increases were due to higher rentals. W has not substantiated her claim that her rental has gone up. In *Ong Cheng Leng v Tan Sau Poo* [1993] 3 SLR 137, the Court of Appeal awarded to the wife aged 50 a multiplier of 17. Miss Lim urges the court to use a higher multiplier as the average life expectancy has gone up to 82.8 years. Miss Lim urges the court to use a multiplier of 25.8 years.

44 H argues that W's current figure of \$5,000 per month has not been substantiated. That is true. However, H was never involved in the family and would not know how much it costs to support a family of four with the standard that H and his family were used to with his own parents. W and the family enjoyed a fairly high standard of living although H said he was frugal. During the marriage, there were holidays overseas, the family had good food, expensive clothing and entertained frequently. H was able to indulge in his interests and bought books on horse racing from England. In 1996, they

sent their daughter to USA for her studies and they travelled with her to settle her down in Hawaii. Later, their son also went there to study. At one point in time, both of them were spending up to \$8,000 per month or more. Their daughter studied in Hawaii for four years. Her yearly expenses were about \$40,000 but that amount did not include money for the extras she needed. Their son was in Hawaii for one and a half years and the same amount was spent on him yearly for his basic needs.

45 Mr Tan submits that W is only entitled to a monthly maintenance of \$3,000 and it should be with effect from 7 August 2005. In any case, Mr Tan argues that the court should not order lump sum maintenance. If the court is minded to order lump sum maintenance, Mr Tan asserts that the multiplier should not be more than 10 based on a life expectancy of 68 years of age adopted as a benchmark in previous cases. I do not fully agree with Mr Tan that there is such an immutable benchmark. By and large, the life expectancy of the wife is never the sole factor. Other matters pertaining to the facts of the case are equally considered in arriving at the appropriate multiplier to use. In other words, in assessing the multiplier for lump sum maintenance, the circumstances of the case must be considered. To illustrate, in *Ng Ngah Len @ Datin Sandra Kuah v Kuah Tian Nam @Dato Peter Kuah* [2003] SGHC 109, Judith Prakash J in explaining the approach to be adopted when assessing the multiplier for lump sum maintenance said at [13]:

In this case, as in most cases, one had to take account of three facts: first, that if the parties had remained married, the death of the husband would have ended the wife's maintenance, secondly, there would have to be some allowance made for the fact that the wife would be obtaining her maintenance in a lump sum and up front, and thirdly, the amount of the wife's own assets. In view of those factors, I thought only a slight adjustment needed to be made to the multiplier. I substituted a period of 16 years because I thought that it was reasonable to take the retirement age of the husband in this case as 68. Being self-employed, he did not have any compulsory retirement age but since he was also well heeled, there would be no financial need for him to work till he dropped. As far as the wife was concerned, 16 years would take her up to her early 60s and even if she lived for a considerable period beyond that, she would be reasonably comfortable if she was a sensible steward of the lump sum maintenance.

46 On the facts of this case, lump sum maintenance should be ordered for a clean break. The life expectancy of W is not the only consideration. Other matters have to be considered. H is 62 and he has stopped work. However, H has means to realise an order for lump sum maintenance. He is asset-rich and is able, financially, to pay the lump sum maintenance without suffering adverse financial consequences. His father died intestate leaving 16 beneficiaries. H's share is 1/30. According to Mr Tan, H received from the estate in June 2007 the first interim distribution of \$459,977.95. In May 2008, there was a final distribution of \$67,000. In addition, H is also a beneficiary under his mother's estate. As of 20 August 2007, Mr Tan said that H has not received any distribution. Nevertheless, it must be remembered that H has a small interest in the Rambutan Road property that is from his mother's estate.

47 In my judgment, the appropriate multiplier is 11 years. As there is a breakdown for \$3,000, I compute the lump sum maintenance based on \$3,000 x 12 x 11 years. The multiplier of 11 takes into account the factors mentioned in the judgment of Prakash J (see [45] above), access to a lump sum amount which W can use to invest and the retention of the undisputed assets in H's name. Accordingly, the lump sum maintenance is \$396,000. I am not minded to order additional maintenance for another three years for the period beginning June 2006 to June 2008.

Costs of ancillaries

48 On the question of costs, each party is to bear his or her own costs.

[\[note: 1\]](#) Respondent's 1st affidavit dated 28 April 2003

[\[note: 2\]](#) Respondent's Submissions dated 20 August 2007

[\[note: 3\]](#) Order of Court dated 20 January 2000 paras 6 & 7

[\[note: 4\]](#) See fn 3

[\[note: 5\]](#) Respondent's 4th affidavit at para 8

[\[note: 6\]](#) Respondent's affidavit affirmed on 19 December 1996 and filed in OS 1245 at para 26

[\[note: 7\]](#) Affidavit of Wong Shoa Ching filed on 25 April 1997 in OS 1245 paras 5.3 to 5.4

[\[note: 8\]](#) Respondent's 1st affidavit dated 26 April 2005 at para 14

[\[note: 9\]](#) Affidavit of David Tang dated 24 April 2007 at para 4

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