

Toh Buan Eileen v Ho Kiang Fah
[2013] SGHC 66

Case Number : Divorce Suit No 3914 of 2006
Decision Date : 21 March 2013
Tribunal/Court : High Court
Coram : Judith Prakash J
Counsel Name(s) : Yap Teong Liang (TL Yap & Associates) for the plaintiff; Defendant in person.
Parties : Toh Buan Eileen — Ho Kiang Fah

FAMILY LAW – matrimonial assets – division

21 March 2013

Judgment reserved.

Judith Prakash J:

Introduction

1 This ancillary matters application relates to the division of the matrimonial assets and maintenance for the wife and younger child.

2 The plaintiff wife and the defendant husband were married on 20 September 1980. They had two sons, born in 1982 and 1988 respectively. For many years, the family lived at Blk 842, Sims Avenue, #14-762, Singapore 400842 ("matrimonial home"). For all practical purposes, the marriage ended on 4 July 2002 when the wife left the matrimonial home together with the children with the intention of putting an end to the marriage.

3 The wife commenced divorce proceedings on 31 August 2006. The husband contested the proceedings and filed a counterclaim alleging the wife had deserted him. After a trial, the counterclaim was dismissed and interim judgment was given on 29 January 2008 on the wife's claim. The ancillary matters, which have been somewhat protracted, started with the filing of the wife's first affidavit of assets and means on 2 April 2008 ("wife's first affidavit"). At the time, the wife was 53 years old and the husband was 58 years old.

4 Throughout the marriage, the wife has worked in a local bank. According to the husband (the wife did not contradict this), the wife's annual income was around \$50,000 before 1998. Sometime in the late 1990s, the wife was promoted from Assistant Manager to Assistant Vice President. In 2007, her annual income had increased substantially to around \$108,000.

5 The husband was initially working in the same bank as the wife. He was senior to her and his annual income was about \$120,000. Sometime in the 1990s, the husband resigned from his job in order to pursue a legal career. In order to do so he had to obtain a diploma in Singapore law and this required full-time study in the National University of Singapore. Subsequently, he had to undergo the Postgraduate Practical Law Course and then serve out a term of pupillage before being called to the Bar in 1998. As a result, for the two or three years before his admission to the Bar, the husband had no income except for a small allowance during pupillage. The wife gave him a monthly sum of \$500 and provided him with a supplementary credit card (payable by her) for a period of about three years.

6 The husband's pay was low when he started legal practice. In 2000, his annual income was about \$24,000. The husband said that his decision to change career was financially disastrous. After a few years, he left practice. By the time of the hearings before me, he was retired and representing himself.

7 During the years of the marriage, the parties acquired a number of assets. Between them, they had four apartments in Singapore and one in Malaysia. They also had other forms of property.

Matrimonial assets

The apartments – (1) the matrimonial home

8 The matrimonial home was purchased in joint names. The wife paid \$183,014.95 towards the purchase of the flat from her CPF account and allegedly another \$5,000 in cash. The husband contributed \$14,742.70 from his CPF account, allegedly \$5,000 in cash, and \$30,000 for renovation costs. There is no outstanding mortgage on this property. The wife estimated the value of the matrimonial home as being \$760,000 as at September 2011.

9 There is no proof of the cash contributions which each party alleges he or she made. Going on the basis of the respective CPF contributions alone, the wife contributed 92.5% of the cost of acquisition of the property. Even if the parties' alleged cash contributions are taken into account, the husband's contribution would not exceed 21%.

10 The wife's position is that the matrimonial home should be sold and she should be given the whole of the sales proceeds. This is because of her non-financial contributions during the 28-year marriage and because the husband has lived in the matrimonial home rent-free since 4 July 2002.

11 The husband argued that by leaving the matrimonial home and failing thereafter to contribute to its maintenance and repairs, the wife had abandoned the matrimonial home and should be deemed to have relinquished her interest in the property. More pertinently, he contended that he had made indirect financial contributions to the matrimonial home by paying the monthly maintenance and utility and property tax bills. He had also settled the phone bills, other household expenses and done the household chores. He did admit that during the period he was making his career switch, the wife had paid property tax of \$250 a year and \$500 for petrol and car maintenance. After she left the home, however, the husband had resumed making all these payments. He also argued that by using his cash to fund the household expenses, he had allowed the wife to use her spare cash for investment.

12 In his written submissions, the husband proposed that since the wife did not want the matrimonial home, her half share should be transferred to the younger son. That would permit the husband to continue living in the matrimonial home where he had resided since its purchase and which he had looked after single-handed. When he appeared before me, the husband changed his stand. He contended that he should be given at least 50% of the matrimonial home and that he would buy over the wife's share from her.

Parc Oasis

13 The parties owned an apartment known as 51 Jurong East Avenue 1, #18-03, Singapore 609782 ("Parc Oasis"). It was sold for the sum of \$790,000 pursuant to an order of court dated 10 June 2010. After payment of the outstanding mortgage loan (approximately \$265,500), various expenses and the settlement of an overdraft account with DBS Bank in the amount of \$10,978.80, the wife received \$435,724.38 in cash and a further \$24,236 was refunded to her CPF account. The husband received

\$26,410.31 in cash. The wife considers the division equitable and wishes to retain all moneys that she received from the sale. The husband, on the other hand, made various allegations about the way in which the sale had come about and also asserted that the property had been sold at an undervalue. In the final analysis, his proposal is that he be given a half share of the sale proceeds of Parc Oasis and that these moneys be used to pay the wife for her share in the matrimonial home.

14 There is a long and complicated history behind the acquisition and disposal of Parc Oasis. The property was first purchased in June 1993 by the husband and his friend, one Mr Chong Thian Choy. They held the property as tenants-in-common in equal shares. On 10 November 1994, Mr Chong's half share in the property was transferred to the wife and thereafter she became a tenant-in-common with the husband. The price at which Mr Chong's half share was purchased was \$325,000. To finance the purchase, the husband and wife took a housing loan from Credit POSB in the sum of \$500,000. This loan was utilised as follows:

- (a) \$127,450.31 was paid to Mr Chong (that represented his profit from the transaction);
- (b) \$303,962.59 was paid to Hong Leong Finance (which had financed the original purchase of Parc Oasis by Mr Chong and the husband);
- (c) \$2,157.20 was paid as legal fees;
- (d) \$66,429.90 being the balance due for the purchase of Parc Oasis from the developer, was paid to Macrobilt Developers Pte Ltd (the husband's share of these debts would have been 50% thereof).

15 It can be seen from this account that the loan from Credit POSB had refinanced the husband's purchase of his half share as well as the wife's purchase of Mr Chong's share. The original purchase price of Parc Oasis was \$442,866 of which the husband's share would have been \$221,433. It is not clear from the documents how much the husband had paid towards his share of Parc Oasis before the wife took over Mr Chong's share but if the figures are analysed, it may have been in the region of \$40,000 (*i.e.* [$\$442,866 - \$66,429.90 - \$303,962.59 \div 2$]). I cannot be certain of the amount as the documents do not disclose how much the husband had paid Macrobilt Developers Pte Ltd from his own funds or how much he had paid Hong Leong Finance towards the loan it advanced prior to the full redemption effected with the Credit POSB loan.

16 Parc Oasis was purchased as an investment property and it was rented out from about 1995. The letting of the property was managed by the husband who received all the rental income and settled all the expenses incurred in respect of the property. Part of the rental income was used to pay a portion of the monthly mortgage instalments and the balance of each instalment was paid by the wife from the moneys in her CPF account. As at 23 December 2009, the total amount paid from the CPF account (principal only) came to \$327,929.17. The wife stopped contributing to the instalments in 2009 as by then the withdrawals from her CPF account had reached the maximum amount permitted.

17 The husband's position was that initially the loan instalment was \$3,583 per month and was paid from the wife's CPF account and from cash that he deposited into the wife's POSB savings account ("the POSB account") which was opened to make it easy for the lender, Credit POSB (which subsequently became DBS Bank), to deduct the amounts due to it. Over the years, the portion of the mortgage instalments coming from the wife's CPF account was substantially reduced because of insufficient funds. By 2009 when the wife stopped contributing, the CPF contribution to an instalment amount of \$3,001 was about \$500. In separate proceedings involving Parc Oasis (see [18] below), the

husband produced a table of all the amounts that he had paid to the POSB account but said that he was not able to disclose the supporting documents as the wife had refused to produce the full accounts and bank statements for verification. The wife denied that the husband had paid off his portion of the mortgage loan through the POSB account.

18 On 28 December 2009, the wife filed an application for an order that Parc Oasis be sold in the open market pending the final determination of the ancillary matters. Subsequently, the husband filed an application asking for the sale of the wife's share of the property and for the wife to fully discharge the mortgage loan and to also discharge the CPF charge. The husband also sought an order that the wife pay to him the sum of \$203,155.35 being an alleged overpayment that he had made towards the mortgage.

19 The wife's application was a response to a letter dated 26 October 2009 from DBS Bank informing parties that there were arrears in the mortgage instalments amounting to \$9,185.84. The wife's position was that the arrears had arisen because the husband, although receiving the monthly rental income, had refused to pay the mortgage instalments and had kept the rental for himself. The husband's response was that the mortgage loan was in default because of the wife's unfair and unreasonable actions in refusing to restructure the loan so as to attract a lower interest rate and yet refusing to increase her monthly instalment payment. He asserted that he was in retirement and not capable of preventing the loan from going into default. He asked the court to order the wife to sell her half share in the property to his brother. The husband's opposition to the wife's application was not successful. It was pursuant to the wife's application that the order for sale of the whole property in the open market was made in June 2010 and the sale took place with the consequences outlined in [13] above.

20 Various issues arise in relation to Parc Oasis as follows:

- (a) Who should bear the responsibility for the outstanding overdraft with DBS Bank at the time of the sale?
- (b) Was the property sold at an undervalue?
- (c) What happened to the rental and has the husband accounted for the same?
- (d) What were the parties' respective contributions to the purchase?

21 The first issue is the most straightforward. The parties had a joint account with DBS Bank and an overdraft facility connected to this account. The wife's position is that the husband used this facility to purchase shares and to fund his own expenses. As of end-January 2010, there was a credit of \$3,383.91 in the account but by the end of February 2011, the account was in overdraft to the extent of \$10,978.80, and had been in an overdraft position since June 2010 when the wife's application was heard. The husband did not deny having utilised the overdraft facility. He said that the wife had closed this account and if she had wanted to make him solely liable for it she should not have closed this account and caused him inconvenience. He made some other arguments regarding the wife having been unhelpful in relation to the rental and expenses of Parc Oasis and having taken a balance of \$1,222.28 from her POSB savings account which was money that he had allegedly deposited. The husband's arguments do not meet the crux of the argument which is that the wife should not be liable to share in the husband's expenses incurred in 2010 many years after the parties had separated and two years after the interim judgment. I therefore hold that the debit balance of \$10,978.80 which was deducted from the proceeds of sale of Parc Oasis by DBS Bank should be borne by the husband alone.

22 Moving to the second issue, Parc Oasis was sold for \$790,000. The agreement for sale was made on 1 December 2010 and the sale was completed on 23 February 2011. The husband argued that the sale was effected at an undervalue. He produced a copy of a guide issued by the URA which showed that in July 2011 a similar apartment was sold for \$850,000. I do not accept the husband's contention. The sale was carried out in the open market and Parc Oasis was sold to third parties who had no connection with the husband or the wife. The sale that the husband relied on took place some seven months later and the market may very well have moved up by then. Secondly, the sale of Parc Oasis had to be effected as soon as possible so as to avoid any action being taken by the mortgagee to repossess the property. The husband was not able to service the mortgage any longer and neither was the wife. The husband's complaint of sale at an undervalue has no substance.

23 The rental issue is a more difficult one. The wife's complaint was that the husband did not account for the rental income which he received over the years. She said that his computation of the payments that he had allegedly made into the POSB account was but a summary sheet and was not supported by documents. Further, he did not pay all the rental he received into the POSB account. For example, he did not make any deposits for 1999 and in 2006, 2007 and 2008, he deposited less than the monthly rental. The husband did not account for the missing money. In any event, the wife said that she had to be given credit for any portion of the monthly rental that went towards the mortgage instalments since she was entitled to an equal share of the rental.

24 The husband said that he had deposited \$317,262.85 in total into the POSB account up to about the end of 2007. Sometime in 2007 or 2008, the wife blocked the POSB account and therefore, in 2008 and 2009, the husband remitted sums totalling \$36,953.43 directly to DBS Bank to settle the loan. All in all, the husband said he had paid \$354,216.28 towards the mortgage. This money was the husband's money and was not only derived from rental of Parc Oasis because the rental received was not sufficient to service the mortgage and pay for all the outgoings of the property. The husband asserted that the \$317,262.85 paid into the POSB account by him was more than what was needed to service the mortgage and that the wife should refund him the excess amount. However, the basis of his calculation was that at the time the wife purchased Mr Chong's share in Parc Oasis, the husband had already fully paid for his own share and therefore the loan was her responsibility and not his. This proposition that the husband had paid for his share in full cannot be accepted. As I have stated, there was no proof of the amount that the husband had paid the developer when he and Mr Chong purchased the property, nor was there any proof of the amount he had paid towards the Hong Leong Finance loan. It is a fair inference from the documents that the husband and Mr Chong both borrowed money from Hong Leong Finance in order to purchase Parc Oasis and that at the time the wife bought over Mr Chong's share, there was a considerable sum still owing to Hong Leong Finance. I am satisfied that whatever the husband paid into the POSB account went to service the loan and that the wife did not take money from the account except perhaps a sum of about \$1,200 which was in the account when she closed it. This is a small amount. The husband has not substantiated his contention that the wife needs to refund any part of the money he paid into the POSB account.

25 As for the wife's contentions, it is clear that the husband has not produced a detailed account of what happened to all the rental that he collected. However, I am satisfied that for many years, the wife knew what rentals he was collecting and what had happened to the same. The parties filed joint tax returns until 2004 and the rentals received and expenditure incurred for Parc Oasis were included in the income tax returns. The wife has not denied that the husband paid for the maintenance of that property and this money must have come from the rental or from his own resources. She would have been aware that the rental collected was not sufficient to pay off the mortgage instalments in full. In the later years of the marriage, however, when the husband and the wife were separated, he may have retained some rental for his own purposes. It is difficult to assess how much if any he retained in the absence of a full account. I note this non-disclosure and will take it into account in the

distribution of the assets. I think that ordering the husband to account now for all the rental received and expenses paid over the years would be an expensive exercise without very much practical utility since much of the income would have gone to the property.

26 It is difficult to assess the parties' respective contributions to the acquisition of Parc Oasis. The wife contributed \$327,929.17 directly from her CPF account. The husband may have paid around \$40,000 initially when he bought his half share in the property. Then, there is the cash component of the instalments. Taking this at the husband's word, it would have amounted to \$354,216.28. The husband said that this money did not come entirely from the rental but came partly from the rental and partly from his own funds. In the absence of any accounting from him, it is not possible to assess how much he contributed personally to the amount. I therefore propose to treat this sum as having come entirely from rental. Hence, since the parties each owned a half share in the property, I treat them as having each contributed \$177,108.14 to the cash repayment of the mortgage. Adding all this up, the wife contributed \$505,037.31 and the husband contributed \$217,108.14 to the acquisition of Parc Oasis. These are only approximate figures of course (in the absence of a proper accounting from the husband) but they show contributions in the ratio of 70:30 by the wife and the husband respectively. This is the best I can do on the basis of the documents before me and the husband has only himself to blame for the fact that he has not been credited with a larger contribution (if indeed he had contributed more to the property).

263 River Valley Road, #02-01 ("Aspen Heights")

27 The Aspen Heights property was purchased by the husband in his sole name on 3 December 1994 for \$941,000. The husband paid the down payment and all mortgage loan instalments himself. As at 27 September 2011, the husband had withdrawn \$300,364.37 (exclusive of interest) from his CPF account towards payment of this property. He stated that he has been the only person managing the property and paying all its expenses. According to the husband, currently the rental of this property forms his only income. In 2011, the net annual income from the property was \$16,379.

28 According to the husband's third affidavit, as at end-March 2011, the outstanding mortgage loan in respect of Aspen Heights was approximately \$248,850.26 and the monthly instalment was \$2,653. In April 2008, the husband estimated the value of this property at that date as being \$1,020,000. The husband did not update this estimate in his later affidavits.

29 The wife has not made any direct contribution to the acquisition of Aspen Heights. She asks for a 30% share in Aspen Heights on the basis that she had indirectly contributed to its acquisition by paying for the mortgage of the matrimonial home and of Parc Oasis. The wife estimated the value of Aspen Heights as being \$1,261,260 and its net value after deduction of the outstanding mortgage as being \$1,012,409.74. Her 30% share would amount to \$303,722.92.

30 The husband argued that since the wife did not contribute towards Aspen Heights in terms of money or assisting in the management or maintenance of the apartment, it should be removed from the pool of matrimonial assets and he should be entitled to retain it wholly.

31 As Aspen Heights was purchased during the marriage, it is a matrimonial asset (pursuant to s 112(10)(b) of the Women's Charter (Cap 353, 2009 Rev Ed)). The fact that the wife did not manage or pay for Aspen Heights is not a ground to remove it from the pool of matrimonial assets.

32 Adis Road, #05-11 ("Sophia Court")

32 The Sophia Court property was an apartment which was purchased by the husband in his sole

name. All payments for it were made by him. The property was sold in 2007 as part of an *en bloc* sale of the development. The sale was completed on 5 September 2007 and on that date the husband received \$1,149,468.08 being 90% of the sale price. He received the sum of \$137,901.17 being the remaining ten percent of the price less all outstanding outgoings on 10 March 2008 when vacant possession of the property was given to the purchaser. The husband kept all the sale proceeds totalling \$1,287,369.25. The first payment was deposited into his account with RHB Bank and the second into an account with DBS in his sole name.

33 The wife submitted that she ought to receive 20% to 30% of the proceeds of sale of Sophia Court, 30% being \$386,210.78. She highlighted that the husband had made numerous withdrawals from his account with RHB Bank during the two months from 7 September 2007 to 9 November 2007. These withdrawals had not been accounted for. She submitted that the husband had not made full and frank disclosure of the whereabouts of the proceeds of sale and his first affidavit of assets and means ("husband's first affidavit") had shown only a balance of \$6,453.49 in the RHB account.

34 The husband replied that he had made full disclosure. As of 28 September 2011, he had no money in his sole DBS account and the balance in the RHB Bank account was \$5,306.73. He asserted that he had reinvested the proceeds of sale of Sophia Court in equities and unit trusts and these investments had depreciated because of the rocky financial environment after 2007. Full details of these investments had been given in his first affidavit. He said that he did not understand why the wife was still asking what had happened to the proceeds of sale because, during the discovery process, the bank statements and the records of cheque payments to Phillips Securities had been furnished by his solicitors.

35 According to the documents furnished by the husband, between September 2007 and June 2008, he paid Phillips Securities a sum of \$590,500. In October 2007, he also purchased unit trust investments through HSBC for \$202,000. He paid his lawyers \$20,000 between 7 November 2007 and 30 April 2008. On 12 March 2008, he paid a firm called Johnson & Johnson a sum of \$4,800 but he did not explain what this payment was for. According to the husband's bank statement furnished in a subsequent affidavit, as at 31 March 2008, he had \$21,656.31 in his RHB Bank account. This account had had a credit balance of \$1,152,378.02 on 7 September 2007 after the first tranche of the sale proceeds of Sophia Court was paid into the account. The withdrawals from the account which the husband explained (as indicated earlier in this paragraph) amounted to \$817,300. If the balance of \$21,656.31 is added to this, we get \$838,956.31. The husband did not explain what happened to the difference of \$313,421.71 (excluding the \$137,901.17 not banked into the RHB Bank Account, see [37] below). His disclosure was inadequate.

36 According to the husband's first affidavit, as at 24 March 2008, the value of his shares in publicly listed companies had fallen to \$400,000 and the value of the unit trust investments had fallen to \$78,195. Considering that the period that elapsed between the dates the investments were made and 24 March 2008 was not more than six months, the husband should have explained exactly why his investments had depreciated so drastically (by \$190,500 for the equities and \$123,805 for the unit trust) in such a short period. In particular, the fall in the value of the unit trust investment by more than \$120,000 in such a short period is, on the face of it, incredible. The husband did not produce full statements of the share counters which he had acquired showing the change in the market values of the same during the period in question. I can only conclude that the husband failed to make full disclosure of what became of the sale proceeds of Sophia Court.

37 The husband did disclose, however, that as at the end of March 2008, he still had the remaining ten percent of the sale proceeds which he had placed in a savings account with DBS Bank. The credit balance of that account at that date was \$137,917.84. The other bank accounts disclosed by the

husband in his first affidavit are listed below with the balances indicated:

- | | | |
|-------|--|--------------|
| (a) | OCBC Bank current account no xxx-9-001 | \$1,124.22 |
| (b) | RHB Bank current account no xxx-407 | \$6,453.49 |
| (c) | RHB Bank savings account no xxx-003 | \$100,000 |
| (d) | HSBC Ltd savings account no xxx-922 | \$64,575.88 |
| Total | | \$172,153.59 |

It should be noted that the husband had the wrong balance for the RHB Bank current account. As the statement he disclosed later showed, on 31 March 2008, the balance in the account was \$21,656.31 and not \$6,453.49. The lower amount was the balance in the account at the end of February 2008. This means that at the end of March 2008 the husband had \$325,274.25 altogether in all his bank accounts.

The Vistana 14C3, Lot 106 and 107, Jalan Taiping, Kuala Lumpur ("the Vistana")

38 In July 1990, the parties agreed to buy the Vistana property which is an apartment in a development in Kuala Lumpur. The purchase price was RM187,000 and the parties undertook to pay the price by instalments on completion of various phases of construction. The wife's position is that she paid \$163,019.89 towards this property between August 1990 and December 1994. The wife produced her bank book and indicated that certain withdrawals in the same were made for this purchase. However, there was no other corroborative evidence showing that such withdrawals were in fact applied towards the purchase of the Vistana. The total amount which the wife said she paid also seems to be inconsistent with the purchase price of the property as the sum of \$163,019.89 would have been quite a bit higher than RM187,000 and there is no evidence of any mortgage loan taken for the purpose of acquiring the property on which interest had to be paid. There is currently a mortgage over this property but according to the wife, this mortgage was taken out to secure an overdraft facility of RM100,000 from MayBank for the husband's personal use.

39 The husband's position is that he had paid the purchase price in full. He asserted that the wife did not make any direct or indirect contribution to the property and did not pay its maintenance fees or any of the expenses incurred. The husband said that the property was not rented out. In his calculation, the purchase price was equivalent to less than \$90,000. Further, the withdrawals that the wife had relied on were from a trust account and at the time the wife was earning only about \$3,000 a month. It should be noted that the husband did not produce any documentary evidence supporting his claim to have been the sole person who paid for the property. He explained that he had not been able to find any of these supporting documents.

40 The wife asked for the husband to disclose the rental from the property. She did not produce any evidence to support her assertion that the property had been rented out. As far as the overdraft facility from MayBank KL in the sole name of the husband is concerned, the wife asserted that he should be solely responsible for the same and she should not have to bear any liability for it.

41 The wife asks for the property to be sold and the proceeds divided equally. She values the property at \$100,000 and is willing to accept \$50,000 in settlement of her share of the same. The husband is willing to sell the Vistana to the wife for RM200,000 or market valuation. He did not make any particular comment on the MayBank KL overdraft facility so I infer that he has no objection to

being solely responsible to repay the outstanding debit balance of that facility, if any.

42 I am not able to determine conclusively who paid what for the Vistana but the husband made cogent arguments why the wife could not have paid much of that price. Probably, the husband bore the greater share of the acquisition cost.

Other assets

43 In the wife's first affidavit, she disclosed the following assets apart from the properties:

- (a) Five insurance policies, comprising one in her name and two for each son. No surrender value was given for any of these policies;
- (b) Stocks and shares worth \$30,438.50;
- (c) Unit trust investments worth \$9,358.97;
- (d) Bank accounts (including savings accounts in joint names with her sons) with deposits totalling \$83,844.47 (the biggest amount being \$55,796.11 in a savings account in the wife's sole name);
- (e) The following balances in her CPF account:
 - (i) Ordinary account :NIL
 - (ii) Medisave account: \$33,500
 - (iii) Special account: \$95,294.29

44 While the wife filed various documents relating to her bank accounts and share accounts subsequently, she did not produce a new table of her assets. It would be remembered that due to the sale of Parc Oasis in 2011, the wife was paid the sum of \$435,724.38 in cash and a further \$24,236 was refunded to her CPF account.

45 The husband's first affidavit disclosed, apart from the properties, the following assets:

- (a) OCBC Bank current account no xxx-9-001 \$1,124.22
- (b) RHB Bank current account no xxx-407 \$6,453.49
- (c) RHB Bank savings account no xxx-003 \$100,000.00
- (d) HSBC Ltd savings account no xxx-922 \$64,575.88
- (e) The following balances in his CPF account:
 - (i) Ordinary account: \$324.97
 - (ii) Medisave account: \$28,984.53
 - (iii) Retirement account: \$28,823.18

- (f) Stocks and shares \$400,000
- (g) Unit trusts \$78,195
- (h) Singapore Recreation Club membership \$10,000 (est'd)
- (i) NUSS Guildhouse \$2,000 (est'd)

46 Subsequently, the husband disclosed \$137,901.17 being the balance received in respect of the sale of the Sophia Court property. He also disclosed a statement showing that at the end of March 2008, his RHB Bank current account had \$21,656.31 rather than \$6,453.49. In 2011, the husband received \$26,410.31 in cash from the sale of Parc Oasis.

47 Excluding the values of the unsold immovable properties which the parties own, I calculate the value of matrimonial assets in their respective hands to be as follows. The wife has approximately \$712,396.61. This figure is derived from the addition of the assets listed in [43] above to the proceeds that the wife received from the sale of Parc Oasis as shown in [44] above.

48 The husband has substantially more assets – his assets total \$1,527,738.95. This figure comprises:

- (a) Bank balances as at 31 March 2008 \$325,274.25
 - (b) CPF balances (at [45(e)]) \$58,132.68
 - (c) Stocks and shares \$400,000
 - (d) Unit trusts \$78,195
 - (e) Club memberships \$12,000
 - (f) Parc Oasis sale proceeds \$26,410.31
 - (g) Shortfall (see [35]) in Sophia Court proceeds \$313,421.71
 - (h) "Depreciation" in value of stocks and shares \$190,500
 - (i) "Depreciation" in value of unit trust \$123,805
- Total \$1,527,738.95

Thus, the husband holds more than double what the wife does. His complaints that she was amassing wealth during the marriage are shown to be unsubstantiated and exaggerations. Even if the amounts by which his investments depreciated ([h] and [i] above) were not taken into account in the calculation of the husband's worth, he would still have \$1,212,102.05, a figure that is more than half a million dollars higher than the wife's figure.

Distribution of the matrimonial property

49 In the wife's submissions, she has set out various ways in which the matrimonial assets are to be distributed. I have detailed these above when discussing the various immovable properties. These roughly translate to the wife getting 54.3% of the total value whilst the husband gets 45.7% thereof.

50 As for all the other properties, the wife's submission is that they should be divided in the proportions 55:45 in her favour. As for the husband, his submissions as to how the various properties should be divided have also been indicated above. In relation to the remaining assets, his proposal is that each party should keep his/her own assets.

51 The wife took the position that she had made substantial indirect contributions to the acquisition of the various properties in the husband's sole name because of her direct financial contributions to the matrimonial home and Parc Oasis. These contributions had meant that the husband had more funds to buy Aspen Heights and Sophia Court. She had also given him financial support by allowing him to use the Vistana property to secure the MayBank KL overdraft facility.

52 The wife asserted that she had also made other financial contributions. She said that she had met all monthly household expenses apart from the utilities bill and had paid all her own personal expenses and those of the children during the marriage. She had purchased and paid for insurance policies for the children; she had paid \$28,000 for the husband's membership of the Raffles Town Club; she had paid the monthly subscriptions of \$85 for his membership at the Singapore Recreation Club; and she also provided him with a monthly allowance of \$500 from August 1995 to July 1999 while he was studying full-time.

53 The wife's non-financial contributions were that she had provided love and care for his mother who lived with them in the matrimonial home and had engaged a full-time maid to take care of her. The wife paid the maid's salary and her levy. After her mother-in-law died, the maid left and the household chores and laundry and cooking at weekends were done by the wife alone. The wife also maintained that she had been the primary caregiver for both the children, particularly since the separation in July 2002. The children were living in her brother's house during the week and she visited them daily. They only went back to the matrimonial home at the weekends. The wife also said that after the separation, the husband did not maintain the children and she had borne all their expenses.

54 The husband contended that he had taken care of the matrimonial home single-handedly. The wife had abandoned the matrimonial home and after she left, he had continued to take care of all related expenses. Whilst the wife had agreed to the husband's career switch, the wife had reneged on the arrangements previously agreed to assist in some household expenses and, instead, took the children to her parents' home. She also cancelled the supplementary credit card she had given him. The husband complained that the wife had spent very little time at the matrimonial home during the marriage and had been amassing her wealth by investing in insurance policies, equities and unit trusts and bank deposits. The wife did not assist the husband when his income dropped drastically during the career switch. The husband would not have resigned from his high paying job except for the wife's assurance that she would support him in his career switch. When that switch failed, the wife had not lived up to her promises.

55 Whilst the husband asserted that he had paid for utilities, property tax, the phone bill and household expenses, he did not deny that the wife had paid her own personal expenses and also all the children's expenses. Further, he did not assert that he had maintained them after the separation. The husband did say that during the marriage he was there for the children when they encountered "any incidents and emergencies" and he also accused the wife of having alienated the children from him. The husband came across as being very bitter about the separation and divorce. His view was that she initiated the divorce when he was at the lowest point of his life and in his career and that she was not interested in shared responsibility in the marriage. From his point of view, the wife left him because he was no longer earning a good living and she did not want to support him.

56 The facts as far as I have been able to determine are as follows. The marriage lasted 28 years and the parties lived together for 22 of those years. The wife worked throughout the marriage and she used her income both to help acquire properties for the couple and to support herself and the children. She paid some household expenses while the parties lived together and also supported the husband financially during the period when he was in full-time study. While the husband was working, he too contributed to the support of the family and also to the acquisition of their assets. As far as non-financial contributions are concerned, it appears clear that the wife contributed more in this respect. She took on the burden of the care of the children and supported them wholly after the separation. The wife's use of her CPF moneys has also assisted the husband in acquiring assets in his sole name in that he did not need to use his disposable income to pay for the matrimonial home or Parc Oasis and could direct his CPF moneys wholly to Aspen Heights.

57 The husband has not been wholly forthcoming about his assets and what happened to the sales proceeds of the Sophia Court property, as I have mentioned above at [36]. This is a matter that I have to take into consideration in determining how the assets should be distributed between the parties.

58 Taking everything into consideration, I think that it is equitable in this case that the matrimonial assets be divided equally between the parties. Whilst the wife's direct financial contributions to the assets were lower than those of the husband (as shown partly by the great difference in the amounts and investments held by the parties at the end of the marriage), taking into account her substantial indirect contributions, the fact that the husband has lived in the matrimonial home rent-free from 2002 whilst the wife has been paying for the children's expenses, the insufficient disclosure by the husband, the length of the marriage and the ages and current earning abilities of the parties, I think this division is reasonable.

59 According to the calculations made above, the wife currently holds \$712,396.61 and the husband has \$1,527,738.95. On this basis, rounded off, the total value of such assets amounts to \$2,240,135.56. Fifty percent of that amount is \$1,120,067.78. The wife has less than that sum in her hands and therefore there will be moneys payable to the wife by the husband in order to make up her entitlement. It is not, however, possible to determine how much he needs to pay her until I know the current market values of the matrimonial home and Aspen Heights (less the current mortgage loan in the case of the latter property). In any case, the matrimonial home will have to be sold to settle the wife's entitlement. However, as far as Aspen Heights is concerned, if the husband is able to raise sufficient funds to pay off the wife without selling the property, I would be prepared to allow him to retain Aspen Heights if he desires to do so.

60 Accordingly, I make the following orders in relation to the matrimonial assets:

(a) The parties shall jointly appoint a valuer to value the matrimonial home and Aspen Heights on an open market value basis and shall provide me with copies of the valuation reports within three weeks hereof. If the parties cannot agree on a joint valuation, they can each appoint his/her own valuer. The cost of a single valuer shall be shared equally; if the parties appoint their own valuers, then each of them shall be responsible for the cost of the valuer appointed by him/her.

(b) The wife shall be entitled to retain all cash, shares and other assets currently held in her sole name and in the joint names of herself and the children. Subject to payment of the wife of all amounts due to her pursuant to this judgment, the husband shall be entitled to retain the cash, shares and other assets currently held in his sole name.

(c) The Vistana property shall be sold within six months hereof and the net proceeds of sale shall be divided equally between the parties. The husband shall be solely responsible to repay the MayBank KL overdraft and any sum due in respect of this overdraft shall be settled from his share of the sale proceeds. If there is any shortfall, he shall make it up himself.

(d) The husband shall pay the wife \$5,489.40 being half of the debit balance of the parties' overdraft account with DBS Bank at the time of the completion of the sale of Parc Oasis.

(e) Consequential orders for the sale of the matrimonial home and/or Aspen Heights and the distribution of the proceeds thereof and the adjustment of the parties' respective entitlements to the matrimonial assets shall be made after the valuation reports have come in.

Maintenance

61 The wife asks for lump sum maintenance for herself of \$1,000 per month over ten years *i.e.* \$120,000. The wife is currently an assistant vice-president of a local bank and in 2008 she was earning a nett salary of \$5,720 per month. Her annual income, including bonuses, is likely to be much higher since it amounted to about \$108,000 in 2007. According to her first affidavit, her expenses amount to \$2,687.32 per month, so in the ordinary course she earns more than enough for her needs.

62 The wife is five years younger than the husband and is still gainfully employed. She has supported herself since leaving the husband and once the division of matrimonial assets is settled, she will have a substantial amount of money in her hands. The husband, on the other hand, is now in his mid-60s and is retired. There is no evidence before me of his receiving any income apart from rental from Aspen Heights. The orders that I have made regarding the division of the matrimonial property will result in the husband having to pay the wife at least \$400,000.

63 In all the circumstances, I find that it is not appropriate to make any maintenance award in favour of the wife.

64 The wife also asks for an order to be made that the husband to pay for the younger son's tertiary education. The son is 24 years old and his intention in early 2012 was to enrol in a mass communication course at Murdoch University (in Singapore) in May 2012. I do not know whether he actually enrolled for this course or what the course fees are and what his expenses are. The wife said that she had always maintained and paid for the children's education and the husband also had an obligation to maintain the son. Although I accept that the father of a child has, *prima facie*, an obligation to maintain that child, I am not prepared to make the order asked for. The son is an adult and if he needs to be maintained by his father, he can file an application himself in the Family Court for maintenance setting out all the necessary particulars. Without any indication of the amount which the son requires for his education or of his other expenses and other relevant particulars, including any income he may have, it would not be correct for me to make a blanket order requiring the husband to pay such fees.