IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2017] SGHC 200

Suit No 252 of 2011 (Registrar's Appeal No 47 of 2017)

Between

LOW HENG LEON ANDY

… Plaintiff

And

LOW KIAN BENG LAWRENCE (ADMINISTRATOR OF THE ESTATE OF TAN AH KNG, DECEASED)

… Defendant

GROUNDS OF DECISION

[Damages] — [Assessment]
[Equity] — [Satisfaction]

TABLE OF CONTENTS

Low Heng Leon Andy
v
Low Kian Beng Lawrence
(administrator of the estate of Tan Ah Kng, deceased)

[2017] SGHC 200

High Court — Suit No 252 of 2011 (Registrar's Appeal No 47 of 2017)
Quentin Loh J
13 March 2017

16 August 2017

Quentin Loh J:

1 The plaintiff, Low Heng Leon Andy ("the Plaintiff"), obtained default interlocutory judgment against the estate of his grandmother ("the Estate"), Tan Ah Kng ("the Deceased").[1] The learned assistant registrar ("the AR") awarded damages in the sum of $84,000 to the Plaintiff, and ordered the Estate to pay costs to the Plaintiff, such costs to be taxed if not agreed on the District Court scale.[2] The Plaintiff appealed against the AR's decision.

2 Upon hearing the appeal, I increased the damages awarded to $100,000; ordered that the sum of $62,089.03, which the Estate had paid into court, be paid out to the Plaintiff; affirmed the cost order below; and awarded $5,000 to the Plaintiff as costs of the appeal.[3]

---

1 HC/ORC 5731/2016 dated 26 July 2016.

2 HC/ORC 1027/2017 dated 7 February 2017.

3 The Plaintiff has appealed against my decision. I now give the grounds of my decision.

Background

4 The factual matrix of the main suit ("the Suit") is set out in my judgment in respect of an earlier Registrar's Appeal: see *Low Heng Leon Andy v Low Kian Beng Lawrence (administrator of the estate of Tan Ah Kng, deceased)* [2013] 3 SLR 710 at [2]–[6]. The key facts for these grounds of decision are as follows.

The key facts

5 The Plaintiff is a 33-year-old Singaporean male. He is a cousin of Low Kian Beng Lawrence, who was the administrator of the Estate ("the Administrator"). After the latter applied for and was discharged as the Administrator, the Plaintiff obtained an order for the beneficiaries of the Estate to appoint a representative to defend the Suit on the Estate's behalf.[4] However, no such representative was appointed. The Plaintiff then obtained interlocutory judgment against the Estate with damages to be assessed.[5]

6 The present dispute centres on a flat located at Block 306 Hougang Avenue 5, #02-355 Singapore 530306 ("the Flat"). The Flat was jointly owned by the Deceased and her daughter, Low Eng Cheng ("the Aunt"). Upon the Aunt's death, the Deceased became the sole owner of the Flat. The Plaintiff had been living in the Flat since he was born.[6] In 2005, the Deceased and the Aunt,

---

3 HC/ORC 1812/2017 dated 13 March 2017.

4 HC/ORC 3126/2016 dated 16 May 2016.

5 HC/ORC 5731/2016 dated 26 July 2016.

6 Affidavit of evidence-in-chief ("AEIC") of Low Heng Leon Andy dated 6 January 2017 ("Low's 2017 AEIC") at para 4.

who had hitherto been residing elsewhere, returned to the Flat. In 2006, the Plaintiff's brother, who had remained in the Flat with the Plaintiff after the rest of their family left the premises in 2003, moved out. Thereafter, the Plaintiff, the Deceased and the Aunt occupied the Flat. On 7 September 2007, the Aunt passed away.[7] On 28 November 2008, the Deceased passed away.[8] Pursuant to the Intestate Succession Act (Cap 146, 1985 Rev Ed), the beneficiaries of the Estate were the surviving children of the Deceased. The Plaintiff was therefore not a beneficiary of the Estate.

7 In early January 2009, the Administrator gave notice to the Plaintiff to vacate the Flat after he informed the Plaintiff that he had been granted Letters of Administration and that the Estate was the legal and beneficial owner of the assets of the Deceased, which included the Flat. The Administrator subsequently commenced an action for immediate possession of the Flat.[9] On or about 24 July 2009, the parties entered into a consent order, under which the Administrator would abandon all claims against the Plaintiff arising from the Plaintiff's occupation of the Flat if the Plaintiff delivered vacant possession of the Flat. Accordingly, the Plaintiff moved out of the Flat in or around the same month. The Plaintiff filed the Suit on 9 February 2010.[10]

The Plaintiff's claim

8 The Plaintiff's claim against the Estate was in proprietary estoppel. His case was that the Deceased had promised him that, upon her death, the Flat

---

7 Low's 2017 AEIC at para 6.

8 Low's 2017 AEIC at para 11.

9 AEIC of Low Heng Leon Andy dated 26 December 2013 ("Low's 2013 AEIC") at paras 25 and 27.

10 Writ of summons dated 9 February 2010.

would not be sold and that the Plaintiff could stay in the Flat for as long as he wished.[11] In other words, the Defendant had promised him a licence to occupy the Flat.[12] The Plaintiff had relied on these statements to his detriment, in that he had spent monies for and on behalf of the Deceased (including household and medical expenses) and had taken care of her.[13] In the affidavit of evidence-in-chief which he filed for the assessment of damages, the Plaintiff further elaborated on the detriment which he had suffered in relying on the Deceased's promises as follows:[14]

> (a) He had forgone regular full-time employment to care for the Deceased and to cater to her request for him to spend more time with her at home.
>
> (b) The Deceased had contracted tuberculosis ("TB") and, being her caregiver, the Plaintiff had to "endure the mental anguish of not knowing whether [he] had been infected with TB" and sacrifice his social life.

9 Thus, the Plaintiff averred that an equity had arisen. His pleaded claim was for the monies which he had expended in taking care of the Deceased, and equitable damages, or more accurately equitable compensation, for the loss of opportunity to reside in the Flat.[15] However, the Plaintiff clarified, both at the hearing below and before me,[16] that he was only seeking equitable compensation to satisfy the equity which had arisen. He was making no claim to the Flat which

11 Statement of claim (Amendment No 1) dated 31 July 2013 ("Statement of claim") at para 5.

12 Low's 2017 AEIC at para 27.

13 Statement of claim at para 6.

14 Low's 2017 AEIC at paras 8–10.

15 Statement of claim at para 2.

16 Certified Transcript dated 7 February 2017 at pp 2–3.

in any event was not possible because he was ineligible under s 51 of the Housing and Development Act (Cap 129, 2004 Rev Ed).

The decision below

10 The AR awarded the Plaintiff damages of $84,000. He reached this sum by multiplying a base sum of $1,000 for rent ("the multiplicand") by 84 months ("the multiplier"), *viz*, seven years. His reasons were as follows:[17]

(a) First, in respect of the multiplicand, the AR noted that the Plaintiff was presently paying rental of $1,800 (including $500 for the hire of furniture, fittings and fixtures and $300 for the monthly service and conservancy charges).[18] The AR considered that the base sum should exclude service and conservancy charges, because the licence which the Plaintiff had pleaded was the right to stay in the Flat. The AR also noted that no evidence had been adduced regarding the value of the furniture in the Flat when it was sold. He did not incorporate a sum to reflect the cost of hiring furniture into the base sum.

(b) Secondly, in respect of the multiplier, the AR considered that an award for seven years would satisfy the equity which had arisen. The AR noted that, on the Plaintiff's own evidence, he had only cared for the Deceased and the Aunt for three years. The AR did not accept the Plaintiff's contention that he should be awarded rent for 168 months, *viz*, 14 years, on the basis that he was likely to obtain a Housing and Development Board ("HDB") flat under the singles scheme around the time that he turns 39 years old.

---

17 Certified Transcript dated 7 February 2017 at pp 5–8.

18 Low's 2017 AEIC at AL-1 (pp 91–98).

11 Additionally, the AR considered the following factors:

(a) the Flat was sold for $385,000 (according to the Plaintiff);

(b) the Plaintiff, the Deceased and the Aunt were family; and

(c) the Plaintiff had benefited by staying in the Flat at the material time and using the utilities for which he had (allegedly) paid.

12 The AR further ordered costs to the Plaintiff, to be taxed if not agreed on the District Court scale.

The plaintiff's arguments

13 Before me, the Plaintiff did not dispute the AR's approach of identifying a base sum and multiplying that sum for a time period. Rather, he submitted that the base sum and time period which the AR had identified were too low and too short respectively for the following reasons:

(a) First, in terms of the multiplicand, the Plaintiff argued that it should be at least $1,500 to reflect the value of a furnished flat, as the Flat had been furnished and the Deceased had promised the Plaintiff its contents.[19] Further, during oral submissions before me, the Plaintiff tendered a newspaper clipping ("the Clipping").[20] This stated that the median rent of a five-room HDB flat in Hougang (the Flat was a five-room flat in Hougang) in the fourth quarter of 2014 was $2,400. The Plaintiff emphasised that, while the rent which he had paid since leaving the Flat was less than $2,400, this was only because he had entered into

19 Plaintiff's Submissions on appeal dated 11 March 2017 at paras 43–44.

20 Exhibit "A" tendered on 13 March 2017.

tenancies for smaller flats. Initially, he had rented a three-room flat from 7 September 2014 to 6 September 2016 for a monthly rent of $2,000 ($1,000 for the premises; $500 for furniture, fittings and fixtures; and $500 for monthly service and conservancy charges). From 7 September 2016, he had rented a four-room flat for a monthly rent of $1,800 (see [10(a)] above).

(b) Secondly, in terms of the multiplier, the Plaintiff maintained that a quantum between 10 and 14 years should have been applied, on the basis that he would likely have to incur rental expenses until he was about 39 years old.

14 The Plaintiff also argued that the AR had erred in principle in accounting for the fact that the Plaintiff had enjoyed rent-free accommodation while living with the Deceased, on the authority of *Southwell v Blackburn* [2014] EWCA Civ 1347 ("*Southwell*").[21]

My decision

15 It is settled law that, in an appeal to a judge in chambers against an assistant registrar's decision on an assessment of damages, the judge exercises confirmatory rather than appellate jurisdiction. The judge may decide the matter afresh, albeit that due weight should be given to the decision below: see *Tan Boon Heng v Lau Pang Cheng David* [2013] 4 SLR 718 at [16] and [46(a)].

The law

16 In *Lim Chin San Contractors Pte Ltd v Shiok Kim Seng (trading as IKO Precision Toolings) and another appeal* [2013] 2 SLR 279 ("*Lim Chin San*"),

[21] Plaintiff's Submissions on appeal dated 11 March 2017 at paras 19–22 and 31–34.

the Court of Appeal ("the CA") set out the governing principles for assessing equitable compensation, in relation to a claim in proprietary estoppel, at [42] as follows:

> (a) Upon the equity arising, *its value and how it should be satisfied are matters for the court's discretion.*
>
> (b) In exercising this discretion, *the court should have regard to all the circumstances, including the expectation upon which the plaintiff has acted and the specific detriment he has suffered.*
>
> (c) In fashioning the remedy the court must ensure *proportionality between the expectation, the detriment and the remedy.*
>
> (d) The Court must recall that its task is to satisfy the equity that it considers has arisen. *It follows that the strength of the equity will be a relevant consideration.* This is another way of looking at the "maximum extent of the equity" which the remedy must satisfy.
>
> (e) The Court should also be mindful of the great flexibility it has at its disposal in fashioning the appropriate remedy. It may give effect to the parties' expectations (common or otherwise); *or it may limit the remedy to maintain an element of proportionality, or because it considers that the equity has been satisfied by enjoyment or even exhausted.*
>
> (f) Subject to the above, *the court's aim, having identified the maximum extent of the equity, is to do the minimum required to satisfy it.*
>
> [emphasis added]

17 Further, the CA identified, at [31], two broad approaches to the exercise of assessing the equitable compensation payable to the plaintiff:

> (a) First, the reliance-based approach which "looks to what the plaintiff's position would have been had the defendant not made the relevant representations or had the plaintiff not acted upon them".

(b) Secondly, the expectation-based approach which "looks to what the plaintiff's position would have been had the defendant actually acted in accordance with the representations".

18 In *Jennings v Rice* [2003] 1 P & CR 100 ("*Jennings*"), which was cited by the CA in *Lim Chin San* (at [38]), Robert Walker LJ (as he then was) made the following observations which are pertinent to this case at [50]–[51]:

> [50] To recapitulate: *there is a category of case in which the benefactor and the claimant have reached a mutual understanding* which is in reasonably clear terms but does not amount to a contract. I have already referred to *the typical case of a carer who has the expectation of coming into the benefactor's house, either outright or for life. In such a case the court's natural response is to fulfil the claimant's expectations. But if the claimant's expectations are uncertain, or extravagant, or out of all proportion to the detriment which the claimant has suffered, the court can and should recognise that the claimant's equity should be satisfied in another (and generally more limited) way.*
>
> [51] *But that does not mean that the court should in such a case abandon expectations completely,* and look to the detriment suffered by the claimant as defining the appropriate measure of relief. Indeed in many cases the detriment may be even more difficult to quantify, in financial terms, than the claimant's expectations. Detriment can be quantified with reasonable precision if it consists solely of expenditure on improvements to another person's house, and in some cases of that sort an equitable charge for the expenditure may be sufficient to satisfy the equity … But the detriment of an ever increasing burden of care for an elderly person, and of having to be subservient to his or her moods and wishes, is very difficult to quantify in money terms. Moreover the claimant may not be motivated solely by reliance on the benefactor's assurances, and *may receive some countervailing benefits (such as free bed and board). In such circumstances the court has to exercise a wide judgmental discretion.*
>
> [emphasis added]

19 I gleaned the following principles from these authorities:

(a) Where the plaintiff has formed an expectation, based on a mutual understanding with the benefactor, of coming into the latter's home, it may be appropriate to adopt the expectation-based approach.

(b) However, the expectation-based approach does not require the court to give complete or direct effect to the relevant expectation. A fundamental consideration is proportionality between the expectation, the detriment and the remedy. The aim is to award the remedy which does the minimum necessary to satisfy the equity which has arisen.

Application of the law

20 Here, the Plaintiff had formed the expectation that he would be allowed to live in the Flat for as long as he wished (see [8]–[9] above). In this light, I decided to adopt the expectation-based approach (see [17(b)] and [19(a)] above). To this end, while there may be different methods of giving effect to the expectation-based approach, I considered that the structured method which the AR had used – multiplying a base rental sum by a multiplier reflecting a time period, to derive the cost of residing in a flat for a certain period – was sensible and appropriate. I also noted that the Plaintiff did not dispute the AR's methodology (see [13] above). I thus adopted the AR's structured method and considered, on that basis, the Plaintiff's arguments that the multiplicand and the multiplier were too low.

21 In respect of the multiplicand, it was clear from the AR's reasoning that he did not incorporate a sum for furniture, fittings and fixtures into the base sum (see [10(a)] above). I accepted the Plaintiff's argument that the AR had erred in

this regard. On the Plaintiff's pleaded case, for which he had obtained judgment, the Deceased had told the Plaintiff that she would be leaving everything in the Flat to him upon her death.[22] Thus, the Plaintiff's expectation was of living in a furnished flat. In that light, applying the expectation-based approach, the AR should have assigned a value to furnishings and incorporated it into the base sum. In my judgment, such an approach was necessary, even though there was no evidence as to the value of the furniture in the Flat when it was sold (see [10(a)] above), because it was plain that the Flat had been furnished.

22 In terms of the quantum of the multiplicand, however, I did not give much weight to the rental sum stated in the Clipping for two reasons:

(a) The Clipping stated the median rent for flats in a very specific time period, the fourth quarter of 2014.

(b) The Plaintiff was content to submit that the multiplicand should be $1,500 per month, reflecting rent of $1,000 and $500 for the furniture, fixtures and fitting, in view of the $500 charged for furnishings in the two tenancies which he had entered into (see [10(a)] and [13(a)] above).[23] The Plaintiff did not contend, and quite correctly in my view, that a sum reflecting monthly service and conservancy charges should be incorporated into the base sum.

23 I therefore identified the base sum as $1,500.

24 In respect of the multiplier, I did not accept the Plaintiff's submission that the figure should be selected by reference to when the Plaintiff was likely

---

22 Statement of claim at para 5(d).

23 Plaintiff's Submissions on appeal dated 11 March 2017 at paras 37–44.

to obtain a HDB flat under the singles scheme. In my judgment, applying a multiplicand of 10–14 years, as the Plaintiff suggested (see [13(b)] above), would have led to a remedy which was disproportionate to the detriment which the Plaintiff had suffered, a point to which I return below. The AR had taken the view, in the light of the fact that the Plaintiff had cared for his grandmother for about three years, that the appropriate multiplier was seven years. I agreed with the AR in selecting a multiplier of seven years, *viz*, 84 months. Thus, applying the multiplier to the multiplicand, I arrived at a final sum of $126,000.

25 However, on the facts of this case, I considered that this final sum needed to be moderated in view of the strength of the equity and the nature of the detriment.

The strength of the equity

26 First, in terms of the strength of the equity, a relevant factor is the extent to which the equity has been (partly) satisfied: see *Lim Chin San* at [42(e)] and [55(a)]. I agreed with the AR that the fact that the Plaintiff had been staying in the Flat at the material time, rent-free, was a benefit which I should account for. This is because the Plaintiff acquired the benefit of rent-free accommodation as a result of his conduct of living in the Flat to take care of the Deceased, *viz*, the conduct by which he satisfied the reliance element of his claim in proprietary estoppel. It is settled law that a benefit which a plaintiff acquires, due to the conduct by which he or she satisfies the reliance element of a proprietary estoppel claim, must be accounted for in selecting the appropriate remedy: see Ben McFarlane, *The Law of Proprietary Estoppel* (Oxford University Press, 2014) at paras 4.113–4.120 and 4.125. The following authorities establish this proposition:

(a) In *Jennings*, Walker LJ noted, in a passage quoted at [18] above, that the court should account for "countervailing benefits (such as free bed and board)" in fashioning the appropriate remedy.

(b) In *Campbell v Griffin and others* [2001] EWCA Civ 990 ("*Campbell*"), the plaintiff had lived as a lodger with two persons, who later passed away, since 1978. He had taken devoted care of them for at least three years, from 1990 (at the latest) until January 1994, in reliance on their promises that he would have a home for life as a lodger. The plaintiff stopped paying rent in mid-1992 and became the sole occupant of the home in January 1994. In deciding the remedy, Walker LJ accounted for the fact that, at the time of the appeal, the plaintiff had not paid rent for nearly ten years, and had been the sole occupant of a large house since January 1994: see *Campbell* at [32].

(c) In *Powell and another v Benney* [2007] EWCA Civ 1283, the plaintiffs had enjoyed rent-free use of the deceased's property. The trial judge accounted for this benefit in determining the appropriate remedy for their claim in proprietary estoppel. On appeal, the plaintiffs' counsel submitted that the judge had erred in doing so. Sir Peter Gibson, delivering the Court of Appeal's judgment, stoutly rejected this proposition at [30] by opining that "it would offend common sense to leave out of account a benefit received in connection with a detriment … for the purpose of proprietary estoppel".

27 The Plaintiff cited *Southwell* as authority for the contrary proposition (see [14] above). In *Southwell*, the respondent had been living in a rented house in which she had invested about £15,000. Upon meeting the appellant, and on the basis of an expectation that she would have a home for life, she gave up her

home and spent about £5,000 on a new home with the appellant. Thereafter, their relationship broke down and the respondent sued the appellant in, *inter alia*, proprietary estoppel. The Plaintiff relied on the following passages, at [16] and [18], to submit that the AR had erred in accounting for the benefit of his having lived in the Flat rent-free:[24]

> [16] Mr Wynne was critical of the judge in failing to take into account that the Respondent had been relieved of the liability to pay rent in Manchester and had lived rent-free in Droitwich. *That aspect was however, as it seems to me, simply an inherent and intrinsic element in the Respondent's decision to rely upon the Appellant's assurance of security. …*
>
> [18] … The various asserted benefits, *flowing in both directions,* were the incidents of the relationships whilst it successfully subsisted rather than *direct consequences of reliance upon the promise as to security. …*
>
> [emphasis added]

28 With the greatest of respect, I found this reasoning hard to understand and difficult to square with the authorities summarised at [26] above. I struggled to see how the benefit of rent-free accommodation was not a direct result of the respondent's reliance on the appellant's promise, since it was precisely her reliance on that promise that had led her to set up a home with the appellant. Furthermore, it seemed that rent-free housing had only been "inherent and intrinsic" in her decision to rely on the promise because she had contemplated it to be a direct result of such reliance. In my view, the result in *Southwell* can best be justified in the light of the following passages in that case which suggest a different way of rationalising the decision:

> [14] The judge *rightly recognised*, at para [26], that an exercise of this sort *inevitably required him to have regard to the benefits which had accrued to the respondent as a consequence of the relationship. …*

---

[24] Plaintiff's Submissions on appeal dated 11 March 2017 at paras 20 and 33.

> [15] The benefits that accrued to the respondent during the course of the relationship included rent-free accommodation for herself and for her two daughters and the assistance she received enabling her successfully to complete a three year degree course which enhanced her earning ability. *The benefits did not however all flow in one direction.* Whilst the appellant and respondent lived together, in effect as husband and wife, *the appellant too was assisted and supported by the respondent in the successful pursuit of his career in which he achieved at least one significant promotion over the course of the relationship. His earnings increased accordingly, as will have his acquisition of pension entitlement, a benefit about which the judge had no evidence but in respect of which he was prepared to make an educated assumption. The house in which the respondent was living and in respect of which she no doubt shouldered the major housekeeping activities, albeit she made no financial contribution, increased in value from £240,000 to £320,000.* …
>
> [18] It is true that the judge's conclusions on this aspect of the case were economically expressed. *But I think that the judge was wise not to be drawn into an exercise of attempted evaluation of the benefits which, as he rightly observed, flowed both ways.* Mr Wynne acknowledged that there is in a case such as this a range of activities and mutual support which is simply incapable of financial quantification. …
>
> [emphasis added]

These passages suggest that *Southwell* is best understood not as establishing a rule that rent-free accommodation should be excluded from the determination of the appropriate remedy in a proprietary estoppel claim, but on the basis that, on the facts of that case, there was no need to further reduce the remedy in the light of the rent-free accommodation which the respondent had received, because this was already "set off" against the benefits, tangible and intangible, which the respondent had conferred on the appellant.

29 I therefore considered that the fact that the Plaintiff had been staying in the Flat at the material time, rent-free, was a benefit which I should account for in determining the appropriate remedy. I agreed with the AR that, since the

Plaintiff had been enjoying rent-free accommodation while he took care of the Deceased, the strength of the equity here was accordingly weakened.

The nature of the detriment

30 Moreover, the final sum awarded to the Plaintiff had to be moderated to ensure that the remedy was proportionate to the detriment.

31 First, while the Plaintiff submitted during the hearing that he had spent $80,000 on expenses for his grandmother, I noted that his pleaded case in the statement of claim was that he had spent a far lower total sum, $18,350.50.[25]

32 Secondly, the evidence that he had expended this lower sum was not of the highest quality. In the statement of claim, the Plaintiff provided a table relating to his expenditure for and on behalf of the deceased. The table had three columns. One column described the expenses, *eg*, "Rental and utility"; another stated the period within which receipts were available to evidence the expenditure; and a final column indicated the approximate total expenditure in respect of each category of expenses. However, some of the approximate total sums were hard to square with the amounts evidenced by the receipts. For example, the Plaintiff adduced receipts indicating that he had spent $274 on ambulance transport for the Deceased's hospital visits.[26] But he averred that he had spent a total of $1,000, *viz*, close to four times the evidenced amount, on such transport. I also noted that the adduced receipts were dated from July to October 2008, *viz*, in the lead-up to the Deceased's death on 28 November 2008 (see [6] above).

---

[25] Statement of claim at para 6.

[26] Statement of claim at para 6; Low's 2017 AEIC at para 22 and AL-1 (pp 34–39).

33 Thirdly, while I accepted that, apart from spending money for and on the Deceased's behalf, the Plaintiff had also spent time and effort caring for the Deceased, it was the Plaintiff's own pleaded case that a domestic helper had been hired to look after the Deceased.[27] While the Plaintiff's evidence was that the domestic helper had not been the best provider of care to the Deceased,[28] the point remained that he had not shouldered the responsibility of caring for the Deceased alone.

Conclusion

34 For all the above reasons, and having carefully considered the Plaintiff's expectation and the detriment, both financial and non-financial, I considered that the equity would be satisfied by compensation in the sum of $100,000.

Conclusion

35 I thus ordered that the Estate pay compensation of $100,000 to the Plaintiff. I also made a consequential order for monies that had been paid into court by the Estate, in the sum of $62,089.03, to be paid out to the Plaintiff. I was not minded to disturb the AR's cost order, and affirmed it accordingly. I granted costs of the appeal of $5,000 to the Plaintiff.

36 The Plaintiff subsequently applied for an extension of time to file his Notice of Appeal. The delay was very short (one working day), and was attributable to an oversight by counsel. I considered that the appeal was not utterly hopeless, and that the Estate, which had not participated in the

---

27 Statement of claim at para 6.

28 Low's 2013 AEIC at para 21.

proceedings, would not be prejudiced by an extension of time. Hence, I allowed the Plaintiff's application.

Quentin Loh
Judge

Tan Wen Cheng Adrian (August Law Corporation) for the plaintiff;
Defendant unrepresented and absent.