

Woon Wee Lee v Koh Ai Hua
[2012] SGHC 128

Case Number : DT No 2518 of 2011
Decision Date : 22 June 2012
Tribunal/Court : High Court
Coram : Lai Siu Chiu J
Counsel Name(s) : Winston Quek (Winston Quek & Co) for the plaintiff; Luna Yap (Luna Yap & Co) for the defendant.
Parties : Woon Wee Lee — Koh Ai Hua

Family law – Division of matrimonial assets

Family law – Maintenance

22 June 2012

Lai Siu Chiu J:

Introduction

1 This was a hearing to decide ancillary matters between Woon Wee Lee ("the Husband") and Koh Ai Hua ("the Wife") subsequent to the granting of an interim judgment of divorce to the Husband in July 2011. After hearing counsel for both parties, I made the following orders:

- (a) the matrimonial property at Blk 316 Shunfu Road #07-50, Singapore 570316 ("the Shunfu flat") was to be sold by 15 June 2012 in that an Option or Sale and Purchase Agreement should be executed by that date and the net sale proceeds (less sales commission, legal and transfer fees and incidental expenses) were to be divided between the Husband and the Wife in the proportion of 60%-40%;
- (b) the Husband was to pay the Wife by way of lump sum maintenance \$145,000 which was to be deducted from the Husband's 60% share of the net sale proceeds of the Shunfu flat;
- (c) upon receipt of \$145,000 by the Wife, the monthly maintenance of \$2,000 payable by the Husband would cease forthwith;
- (d) the 53 pieces of artwork and calligraphy taken away by the Husband from the Shunfu flat were to be appraised and valued by a reputable valuer of Chinese artworks/calligraphy and the Husband was to pay to the Wife 40% of such value which was to be deducted from the Husband's 60% share of the sale proceeds of the Shunfu flat. The Husband was at liberty by prior appointment with the Wife to remove the balance artwork/calligraphy that he had left behind at the Shunfu flat;
- (e) the Husband was entitled to retain all other assets presently held by him including the flat at Blk 13 Ang Mo Kio Avenue 9 #04-02 Singapore 569764 ("the AMK flat"), his CPF savings and his shares save that he should pay to the Wife 40% of the \$60,000 that he withdrew from their joint bank account, 40% of the net sale proceeds of the car that the Wife was using before he

left the Shunfu flat (or, failing proof of the sale, 40% of the market value of the car as at 18 November 1999), and 40% of \$140,000 which was the balance in his bank accounts;

(f) parties were to have liberty to apply; and

(g) each party was to bear his or her own costs.

2 As the Husband has appealed against my decision (in Civil Appeal No 41 of 2012), I shall now set out my reasons.

Background

3 The parties met in the early 1970s at Nanyang University ("NU"). The Husband was studying for his Masters degree while the Wife was working as a clerk at NU. After completing his Masters degree, the Husband left for the United Kingdom sometime in the first half of 1975 to pursue a doctorate in Chinese studies at the University of Leeds.

4 A few months after the Husband left Singapore, the Wife sold her Housing & Development Board ("HDB") flat (which she had inherited from her parents) and car for about \$20,000 and \$1,500 respectively. She resigned from her job and moved to Leeds in mid-1975 taking the two sale proceeds with her. She did not leave any assets behind in Singapore. The parties were married in September 1975.

5 The Husband obtained his doctorate in 1979 and began work in London as a translator. The parties moved to Hong Kong in 1981 (and soon thereafter to Macau) when the Husband was offered employment by a university in Macau. The Wife started a business teaching flower arrangements and making clothes. She also taught Ikebana (Japanese flower arrangement) as an extra-mural evening course at a university in Macau.

6 In 1990, the parties purchased the Shunfu flat in joint names and the flat was shortly thereafter rented out at \$1,500 per month. As the parties were not in Singapore, the Wife granted a power of attorney to her sister and brother-in-law so that they could look after the flat and deal with the tenants. The rent was utilised to pay the monthly mortgage instalments for the Shunfu flat between 1990 and 1993.

7 Sometime in 1993, the parties purchased a flat in Macau in joint names for about HK\$1m. Shortly thereafter, the parties returned to Singapore because the Husband's teaching contract in Macau was not renewed. The Macau flat was sold at a profit and the net sale proceeds were deposited into the parties' joint account in Macau. The sale proceeds were subsequently used for repayment of the mortgage loan for the Shunfu flat.

8 The parties lived together in the Shunfu flat. In November 1999, the Husband sold a Honda car which was registered in his name but which was used by the Wife. In December 1999, the Wife obtained an interim maintenance order of \$2,000 per month and the Husband bought the AMK flat in his sole name. The Husband left the Shunfu flat in January 2000 and has since been living in the AMK flat.

9 The Husband filed for divorce in May 2011 on the basis that the parties had lived apart for a continuous period of at least four years. The Wife did not contest the divorce and interim judgment was granted in July 2011.

10 The Husband is 65 years old. He retired from his teaching post at the National Institute of Education ("NIE") in July 2011.

11 The Wife is 67 years old and continues to live at the Shunfu flat. She is a housewife. Every year, she is invited by various community centres to demonstrate flower arrangements and on average she receives a gratuity of \$320 per year from the community centres.

12 There are no children to the marriage.

Assets disclosed by the parties

13 The Husband disclosed the following assets in his first affidavit of assets and means:

No	Item	Value
1	Shunfu flat	\$1,600,000 (co-owned with Wife)
2	AMK flat	\$600,000
3	NTUC Income Eldershield Policy No 32149594	No surrender value
4	Shares in China Const Bank, China Telecom and Ind & Com BOC	HK\$486,429 (about \$97,285.80)
5	Shares in Genting SP, Stat Chipac, Tiger Air and Utd Env Tech	\$115,060
6	Shares in Hutchinson Port	US\$21,105 (about \$26,592.30 [note: 1])
7	OCBC Time Deposit No XXX	\$53,385.18
8	POSB Savings Account No YYY	\$87,493.13
9	CPF Ordinary Account	\$10,895.96
10	CPF Medisave Account	\$39,927.84
11	CPF Special Account	\$89.96

Excluding the Shunfu flat and AMK flat, the Husband's total assets amounted to \$430,730.20.

14 The Wife disclosed the following assets in her first affidavit of assets and means:

No	Item	Value
1	Shunfu flat	Between \$1,100,000 and \$1,200,000 (co-owned with Husband)
2	Hyundai car	Unknown (Held on trust for niece)
3	POSB Savings Account No ABC	\$532.47

4	POSB Mysavings Account No DEF	\$3,059.50
5	CPF Medisave Account	\$2,329.67

Excluding the Shunfu flat and her CPF account, the Wife's assets amounted to a total of \$3,591.97. She stated that she had been relying on the monthly maintenance of \$2,000 which the Husband had been paying pursuant to the interim maintenance order.

Matrimonial assets available for division

The Shunfu flat

15 The parties purchased the Shunfu flat for \$280,000 in 1990 in joint names. They borrowed \$238,000 from the Post Office Savings Bank ("POSB") (then known as Credit POSB Pte Ltd) and the remainder of \$42,000 came from their joint account in Macau. The mortgage loan of \$238,000 is now fully paid-up.

16 A total of \$267,540.21 was contributed from the parties' respective CPF accounts (including accrued interest) to the purchase of the Shunfu flat and/or repayment of the mortgage loan. Of this total, the Husband contributed 98.6% (*ie*, \$263,894.99) while the Wife contributed 1.4% (*ie*, \$3,645.22).

17 The Husband submitted that although the Macau account was in joint names, all the monies in the account belonged to him because all his salary was deposited in the account. He contended that the \$42,000 down-payment from the account should therefore be treated as his direct financial contribution.

The AMK flat

18 It was not disputed that the Wife made no direct financial contribution to the purchase of the AMK flat. However, the Wife alleged that the Husband had used the \$60,000 which he withdrew from the parties' joint POSB account and the sale proceeds of the Honda car to part pay the purchase price. The purchase price was not disclosed by the Husband. Further, the Wife argued that the market value of the AMK flat was about \$820,000 and not \$600,000 as the Husband had declared.

19 The Husband submitted that the AMK flat did not constitute part of the matrimonial assets under s 112 of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Charter") because it was bought by him with his own funds after the parties had separated and there were no direct or indirect contributions by the Wife to its acquisition, retention and maintenance. In this regard, he relied on *Lim Ngeok Yuen v Lim Soon Heng Victor* [2006] SGHC 83 ("*Lim Ngeok Yuen*") and *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 ("*Yeo Chong Lin*").

20 Section 112(10)(b) of the Charter provided 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.

21 Although the AMK flat fell within the definition of “matrimonial asset” in s 112(10)(b) of the Charter because it was acquired during the marriage, this was a proper case for the court to exercise its discretion to exclude the AMK flat from the pool of matrimonial assets to be divided. In *Lim Ngeok Yuen* at [45], the court exempted an apartment from division because the wife had bought it three and a half years after the parties had separated and the husband had ceased to make contributions to the family. In *AQT v AQU* [2011] SGHC 138, I exempted a trust from division because it had been set up by both parties for the benefit of their children.

22 In the present case, there was no issue of indirect contribution by the Wife to the AMK flat because it was bought at a time when the marriage had already broken down, shortly before the parties separated. Although the Wife alleged that the Husband had used the sale proceeds of the Honda car and the \$60,000 which was withdrawn from their joint POSB account as part of the purchase price of the AMK flat, she did not produce any evidence to support this allegation. Furthermore, there was no evidence of the purchase price of the AMK flat and the quantum of the sale proceeds of the car. In any event, even if this allegation was true, it did not follow that the Wife should be awarded a share in the present market value of the property (about \$820,000 based on the Wife’s valuation) as she would consequently benefit from the appreciation in the value of the property which was bought 12 years ago in January 2000. In my view, the more just and equitable solution was to award the Wife a share in the sale proceeds of the car (or its market value as at 18 November 1999) and the monies withdrawn from the joint POSB account rather than a share in the AMK flat.

Artwork and calligraphy

23 Throughout the marriage, about 200 pieces of Chinese artwork and calligraphy were acquired by the parties. On 30 December 1999, the Husband removed 53 pieces from the Shunfu flat leaving about 147 pieces in the Wife’s possession.

24 The Husband submitted that the artwork and calligraphy were not part of the pool of matrimonial assets to be divided because some were gifts from friends, some were bought by him in order to learn painting, and some were given to him by his elder brother in 1983. He further submitted that the 53 pieces which he removed from the Shunfu flat belonged to his family and were given to him by his elder brother.

25 The Husband submitted that even if the court was minded to treat the artwork and calligraphy as part of the pool of matrimonial assets to be divided, the 53 pieces taken by him should not be divided because the Wife had possession of the remaining 147 pieces. He argued that the Wife had taken at least 10 pieces to Beijing for auction.

26 The Wife’s version of events was that all the artwork and calligraphy were found and bought by the parties together in Macau, as they were Chinese-educated and appreciated Chinese art. She argued that the 53 pieces which were taken away by the Husband (worth at least \$200,000 in total) were the most expensive pieces of the entire collection because some were originals of well-respected Chinese painters and calligraphy masters. She denied that she had put any of the remaining pieces up for auction. She pointed out that the document which the Husband relied on to support this allegation was not translated from Chinese into English. She submitted that it should therefore be disregarded.

27 At the hearing on 22 March 2012, Ms Luna Yap ("Ms Yap"), counsel for the Wife, informed the court that the 147 pieces which were left by the Husband in the Shunfu flat in December 1999 were still there. Ms Yap stated that the Wife was not making any claim on them and that the Husband could take them away if he so wished. In the circumstances, only the 53 pieces taken by the Husband were in issue.

28 On a plain reading of s 112(10)(b) of the Charter (see [\[20\]](#) above), once it is established that an asset was acquired during the marriage by one or both parties to the marriage, the party asserting that the asset is *not* a matrimonial asset bears the burden of proving that it was a gift which had not been substantially improved during the marriage. In the present case, the Husband had not discharged this burden of proof. He did not provide any evidence over and above the bare assertion (at para 36 of his affidavit dated 28 November 2011) that the 53 pieces belonged to his family and were given to him by his elder brother. Without the benefit of cross-examination, I found the Wife's contention (at para 5 of her affidavit dated 6 January 2012) that the 53 pieces had been purchased in Macau by the parties with their savings to be more credible. The 53 pieces thus constituted part of the pool of matrimonial assets to be divided.

Division of matrimonial assets

The applicable law

29 The starting point for any division of matrimonial assets is s 112(1) of the Charter which empowers the court to make a division in such proportions as the court deems "just and equitable". Section 112(2) of the Charter provides a list of factors which a court is required to take into consideration in determining how the matrimonial assets are to be divided. The relevant factors in this case are:

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) the extent of the contributions made by each party to the welfare of the family, including looking after the home or caring for the family;
- (c) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;
- (d) the giving of assistance or support by one party to the other party (whether or not of a material kind), including the giving of assistance or support which aids the other party in the carrying on of his or her occupation or business; and
- (e) the matters referred to in section 114(1) so far as they are relevant.

30 In *Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260, the Court of Appeal stated at [29]:

Finally, it is paramount that courts do not focus merely on a direct and indirect contributions dichotomy in arriving at a just and equitable division of matrimonial assets. The various factors enumerated by s 112(2) of the Act, which are no less important, must be duly assessed and considered as a whole. At the end of the day, no one factor should be determinative as the court's mandate is to come to a just and equitable division of the matrimonial assets having regard to all the circumstances of the case...

31 In this regard, a party's direct financial contributions to the acquisition of any particular matrimonial asset can no longer be primarily determinative of how it is divided, and the court is free to give as much weight or more to other non-financial factors: *Yow Mee Lan v Chen Kai Buan* [2000] 2 SLR(R) 659 at [32]. The importance of giving the fullest effect to non-financial contributions has been stressed repeatedly in case law, for example in *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 at [55].

32 The court has to adopt a broad brush approach in deciding what would be a just and equitable division in all the circumstances of a case. This is an exercise largely based on feel and the court's sense of justice, and the court is not expected to make an exact calculation of each spouse's contributions, whether financial or non-financial: *Yeo Chong Lin* (cited at [\[19\]](#) above) at [78] and [81].

Application of the law to the facts

33 I did not accept the Husband's contention that he was financially supported by his late brother in the UK because it was a bare allegation that was contradicted by his handwritten letters to the Wife in 1975 which showed that he was finding it hard to make ends meet (see pages 7–41 of the Wife's third affidavit filed on 9 January 2012). The Husband tried several times to persuade the Wife to sell her car and HDB flat and travel to the UK to be with him. He promised to marry her after she arrived in the UK. In the circumstances, I did not accept that the Husband had not relied on the sale proceeds of the car and HDB flat at all. There was no doubt that the Husband had little savings when the parties met at NU (before the Husband left for further studies in 1975) because he was a student whereas the Wife had some savings of her own having worked for 10 years as a clerk (see para 18 of the Wife's second affidavit filed 28 November 2011). Furthermore, the Husband's contention that the Wife had followed him to the UK because she wanted to escape from her failed marriage and that she treated him as a lifebuoy was undermined by the letters exhibited in the Wife's third affidavit, including a letter dated 20 July stating that she did not wish to go to the UK (see page 19 of the Wife's third affidavit).

34 I accepted the Wife's contention that while the parties were in Leeds she was earning some income distributing flyers, sorting vegetables in a factory, and waiting on tables at a Chinese restaurant. Her income had provided substantially for the parties' expenses while the Husband was still studying. When the parties were in Macau and the Husband was gainfully employed, the Wife continued to earn some income from flower arrangements and the sale of clothes. She deposited all her earnings into the parties' joint account which was *de facto* controlled by the Husband. In terms of indirect contributions to the marriage, I accepted that the Wife had made some indirect contributions in terms of doing the household chores in Leeds and Macau. The Wife's version of events was corroborated to some extent by the affidavits filed by her friends Foong Poon Wai and Chin Siaw Khim and godsister Seah Suat Eng.

35 The Husband's credibility in this regard was damaged by the fact that it was only in his third affidavit dated 11 January 2012 (at paras 57–60 thereof) that he admitted that the Wife had worked in the UK, but asserted that she did so only in order to buy an air ticket back to Singapore. This assertion came late in the day despite the fact that the Wife had from the very beginning asserted her direct financial contributions to the marriage in the UK (see para 17(b) of her first affidavit). Furthermore, this late assertion did not sit well with the Husband's earlier contention in his second affidavit (at para 26) that the Wife did not work in the UK to support him and that she always scolded him for not giving her money.

36 I did not believe the Husband's allegation that there was a history of family violence committed

by the Wife against him in that he had been subjected to physical and verbal abuse after the parties returned to Singapore in 1993. There was no evidence to support his allegation. In particular, his allegation that the Wife had nearly chopped off his finger in 1993 was rather fanciful given that he did not produce a medical report, doctor's note or payment receipt even though he had sought medical treatment for his injured finger (see para 15 of the Husband's second affidavit dated 28 November 2011). The lack of any documentary evidence was also telling in relation to his allegation that the Wife beat him with a bamboo stick almost every day in late 1999. Although the Husband stated that he visited a doctor in October 1999, he did not provide any medical reports or notes arising from this visit to establish that the alleged minor injury to his spine was due to physical abuse and not other causes. In addition, such serious allegations of family violence were not stated in the Husband's first affidavit when they could have been; they were instead made in his second affidavit in response to the Wife's assertions of her indirect contributions in her first affidavit.

37 On the Husband's own case, the Wife had abused and beaten him almost every week throughout the marriage (see para 18(iii) of the Husband's first affidavit) and yet he remained with her for more than 20 years until he left the Shunfu flat in January 2000. There was no plausible reason advanced by him to explain why he had remained in a marriage with an abusive and violent wife for more than 20 years, even after he had obtained his PhD and became financially independent. This was all the more improbable given that, according to him, he had discovered in Leeds that the Wife had serious psychological problems, she did not work at all to support the couple, she often scolded him for not giving her money, and she occasionally locked him out of their flat in winter (see paras 25–26 of the Husband's second affidavit).

38 By contrast, the Wife's allegations of physical abuse by the Husband were supported by some evidence. She produced a police report lodged by her in September 1999 and two hand-written notes from a doctor in September and October 1999 (see pages 48–52 of the Wife's first affidavit).

39 I further did not accept the Husband's allegation that the Wife had taken away at least \$500,000 of his savings between 1979 and 1999. The Husband provided no evidence that he had the money and that the Wife had taken the money away. Furthermore, the Husband's contention that the Wife had withdrawn the \$500,000 "bit by bit over the years" (para 7 of the Husband's affidavit dated 11 January 2012) is unlikely to be true given that, on his own version of events, he was paying the household bills by cheque (para 43 of the same affidavit) from the joint account (para 6(c) of the Husband's affidavit dated 5 October 2011). If he had oversight over the joint account, it is difficult to see why he did not take any steps to prevent the withdrawal of large sums of money over a span of 20 years, or at the very least from 1993 onwards, when the Wife had allegedly attacked him with a knife.

40 Having considered all the circumstances of the case including the length of the marriage, I found the Wife to have contributed significantly to the welfare of the family particularly in the early years of marriage when the parties had very little money. It seemed to me that the Husband was short on gratitude for what the Wife did for him in those early years. The Wife had been married to him for 25 years, and she should be recognised for her contributions towards the marriage, even if it was a childless one. I was also of the opinion that the Husband had not disclosed all his assets. The Husband's contention that the down-payment on the AMK flat was funded by a personal loan from a friend was lacking in particulars and the Husband had failed to disclose his last-drawn salary in his first affidavit.

41 I accepted the Wife's contention that all monies earned by her when teaching flower arrangements or making clothes were deposited into the parties' joint bank accounts in Macau and Singapore and that the cheque books were held solely by the Husband. Thus, some credit had to be

given to the Wife in terms of financial contributions although the bulk of the funds came from the Husband's salary.

42 In *Chen Siew Hwee v Low Kee Guan (Wong Yong Yee, co-respondent)* [2006] 4 SLR(R) 605, the wife in a 17-year childless marriage was awarded 35% of the matrimonial assets. Her non-financial contributions included looking after the husband and her in-laws. The husband came from a wealthy family and there was no evidence that the wife had provided any financial support during the marriage. By contrast, the Wife in this case had made significant financial contributions at the outset of the marriage when the parties were poor, and she continued working and contributing (albeit to a lesser extent) even after the Husband had obtained his PhD and was gainfully employed.

43 Adopting a broad brush approach, I was of the view that it was just and equitable that the Wife be awarded 40% of the following assets:

- (a) the Shunfu flat;
- (b) the 53 pieces of artwork and calligraphy which the Husband had taken away from the Shunfu flat;
- (c) the \$60,000 which the Husband withdrew from the parties' joint POSB account in late 1999;
- (d) the sale proceeds of the Honda car (or, failing proof of the sale, the market value of the car as at 18 November 1999); and
- (e) the balance in his bank accounts amounting to about \$140,000 (see [\[13\]](#) above).

Maintenance

The applicable law

44 Section 113 of the Charter empowers the court to make an order for maintenance. In making such an order, the court has to consider all the circumstances of the case, including the factors set out in s 114(1) of the Charter:

- (a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future;
- (c) the standard of living enjoyed by the family before the breakdown of the marriage;
- (d) the age of each party to the marriage and the duration of the marriage;
- (e) any physical or mental disability of either of the parties to the marriage; and
- (f) the contributions made by each of the parties to the marriage to the welfare of the family, including any contribution made by looking after the home or caring for the family.

45 As stated in *BG v BF* [2007] 3 SLR(R) 233 at [75], the power to order maintenance is exercised in a manner supplementary to the power to divide matrimonial assets, such that the court takes

account of each party's share of the assets, and the order for maintenance plays a complementary role to the order for division of the assets. Essentially, the aim is to even out any financial inequalities between the spouses, taking into account any economic prejudice suffered by the wife during marriage: *Tan Sue-Ann Melissa v Lim Siang Bok Dennis* [2004] 3 SLR(R) 376 at [27].

Decision on maintenance

46 The Husband submitted that there should be no maintenance payable to the Wife, primarily on the basis that he was now 65 years old and had retired from his job with the NIE in July 2011.

47 The Wife submitted that the Husband was able to earn a reasonable income by continuing to teach. While he was a highly educated specialist in the Chinese language who had been a lecturer in various universities all his life, she only had a secondary education and had not held a full-time job since the parties' marriage in 1975. Although she had dabbled in providing services such as floral arrangements and dressmaking, she had not enjoyed any significant commercial success and had earned only pocket money. She argued that as a 67 year old, she would have difficulty supporting herself without the Husband's financial aid.

48 The Wife submitted that she should be awarded \$1,500 monthly for basic items such as groceries, transport, utilities/telephone/cable, clothes and newspapers. The Wife's current monthly expenses amount to \$2,465 as disclosed in her first affidavit dated 11 August 2011. Alternatively, she submitted that a lump sum should be awarded out of the Husband's share of the sale proceeds of the Shunfu flat.

49 The Husband will enjoy the full benefit of the shares (which were worth about \$239,000) and the AMK flat (which was worth at least \$600,000), both of which were not divided. His 60% share of the pool of matrimonial assets which were divided (see [\[43\]](#) above) amounted to about \$984,000 (assuming that the net sale proceeds of the Shunfu flat were \$1.2m, the net sale proceeds of the 53 pieces of artwork and calligraphy were \$200,000, and the net sale proceeds of the car were \$40,000). In total, his assets amounted to about \$1.823m.

50 The Wife's 40% share in the assets which I specified above (at [\[43\]](#)) would be worth about \$656,000 (on the same assumption as the previous paragraph). In the light of the estimated value of the Wife's share, I was of the view that a lump sum of \$145,000 by way of maintenance would be an equitable amount in the circumstances. This amounts to about \$1,200 per month for 10 years (until the Wife reaches 77 years old).

51 It was clear from the history of the parties' relationship that it was never seriously contemplated that the Wife would pursue a stable career of her own in order to provide for the parties or for her retirement. It was the Husband's income after he received his doctorate that substantially provided for the parties' expenses, investments and savings. Having provided substantial non-financial contributions to the marriage over 20 years (and limited financial contributions), it would not be right for the Wife to be left high and dry after the breakdown of the marriage with no retirement savings of her own, which she could otherwise have accumulated had she seriously pursued a career of her own. Her liquid assets as disclosed in her affidavit (excluding her CPF Medisave account balance) amounted to a mere \$3,591.97. By contrast, the Husband had a large amount of capital from which some maintenance could be paid. Although the shares and the AMK flat were not part of the division of matrimonial assets which I ordered, their value (of at least \$839,000) was a relevant factor which I took into account in arriving at my decision on maintenance under s 114(1)(a) of the Charter.

[\[note: 1\]](#) At an exchange rate of US\$1 = \$1.26

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