

BHN v BHO
[2013] SGHC 91

Case Number : Divorce Suit No 2038 of 2011
Decision Date : 29 April 2013
Tribunal/Court : High Court
Coram : Belinda Ang Saw Ean J
Counsel Name(s) : Wong Soo Chih (Ho, Wong & Partners) for the plaintiff; Tan Siew Kim and Christine Tan (RHTLaw Taylor Wessing LLP) for the defendant.
Parties : BHN — BHO

Family Law – Matrimonial Assets – Division

29 April 2013

Belinda Ang Saw Ean J:

Introduction

1 The plaintiff (wife) and defendant (husband) were divorced after more than 20 years of marriage. Interim judgment was granted on 13 May 2011. As the parties had agreed on issues relating to the custody, care and control, access and maintenance, the only unresolved issue was the division of the matrimonial assets. At the hearing of the ancillary matters on 16 January 2013, the parties agreed that they each would retain assets in their own names except for the jointly-owned matrimonial home (“the matrimonial property”). Thus, the focal point in the present case was what each side considered to be a just and equitable division of the matrimonial property in light of the parties’ respective contributions during the marriage. Orders were duly made at the end of the hearing.

2 The extracted Order of Court dated 16 January 2013 read as follows:

3. Orders Made:

- a. Parties shall have joint custody of the two children of the marriage with care and control of [the son] to the Plaintiff and care and control of [the daughter] to the Defendant.
- b. There shall be reasonable access of their son to the Defendant.
- c. There shall be reasonable access of their daughter to the Plaintiff.
- d. The Defendant to pay a sum of \$800 and \$400 as monthly maintenance to the Plaintiff and their son with effect from 1 February 2013 and thereafter on the first day of each month.
- e. The Defendant shall maintain their daughter with no contribution from the Plaintiff.
- f. As for [the matrimonial property], the respective share of the parties in the property shall be 60% to the Defendant and 40% to the Plaintiff.

- g. Either party shall have the option to purchase the other's share in [the matrimonial property] based on the valuation of \$1,800,000 less the outstanding mortgage loan amount. Parties to indicate within a month their decision whether to exercise the option.
- h. If none of the parties wish to exercise the option in paragraph (g) above, [the matrimonial property] is to be sold in the open market at the highest prevailing price within 6 months from the expiry of the option period.
- i. As for the net sale proceeds derived from either paragraphs (g) or (h) above, it is to be understood that each party is to refund to their own CPF accounts the monies utilized for [the matrimonial property] including accrued interest from their respective net sale proceeds.
- j. Each party to retain all other assets in their own names.
- k. There shall be liberty to apply.
- l. Each party to bear their own costs of the application.

3 The plaintiff has appealed against her award of a 40% share of the matrimonial property in paragraph 3(f) of the Order of Court dated 16 January 2013. I now set out my grounds of decision on this one issue.

The background facts

4 The parties were married on 5 May 1989. There are two children of the marriage, a son aged 19 and a daughter aged 17. By May 2008, the parties decided to live separately after almost 20 years of marriage. In MSS 1172 of 2009, the plaintiff applied for interim maintenance for the son and herself. A consent order was reached on 12 June 2009 whereby the defendant agreed to pay the plaintiff a monthly maintenance of \$2,200, comprising \$400 towards the son's maintenance, \$800 towards utilities, maintenance and property tax of the matrimonial property, and \$1,000 towards the mortgage of the matrimonial property. The parties duly entered into a deed of separation on 28 July 2009, which incorporated the terms of the consent order and also set out their agreement on custody, care and control and access of their children. Subsequently, the plaintiff commenced divorce proceedings on 27 April 2011, on the ground of 3 years of separation. As stated, interim judgment was granted on 13 May 2011.

5 Both parties were gainfully employed throughout most of the marriage. The defendant is 57 years of age and the plaintiff is aged 51 years. When the parties were first married, the defendant was teaching at a university whereas the plaintiff was working at a bank. The defendant worked full-time throughout the marriage and is presently employed at another university. In 2011, his gross monthly income was \$16,385. The plaintiff also continued to work full-time at the bank during the marriage, except from August 2007 to December 2008 when she worked part-time. The plaintiff's gross monthly income was about \$10,093 in 2011, but was as high as \$13,137 in 2007.

6 The parties did not purchase their matrimonial home until 1998. Initially, they resided at a hostel at the university where the defendant was teaching at that time. In November 1998, the parties purchased the matrimonial property in their joint names for \$830,000. [\[note: 1\]](#) Both parties contributed CPF funds as well as cash towards the initial purchase. The balance of the purchase price was financed by a staff housing loan taken out by the plaintiff, as she was a bank employee. [\[note: 2\]](#) At least on paper, the mortgage repayments were serviced by the plaintiff by way of CPF

contributions as well as a monthly cash instalment of \$1,200.

7 The parties resided at the matrimonial property from 1999 until 2006. Thereafter, the matrimonial property was rented out and the family lived in a rented apartment until their separation in May 2008. After the separation, the defendant continued to live there with their daughter while the plaintiff with their son moved to a rented apartment at Sommerville Park. The monthly rental proceeds of \$3,200 from the matrimonial property were wholly applied to the plaintiff's rental of \$4,100 for Sommerville Park, and the defendant paid the shortfall of \$900 per month. In July 2009, the plaintiff and the son moved to an apartment at Farrer Road while the matrimonial property was rented out for \$3,500 from September 2009 onwards. [\[note: 3\]](#) It is not disputed that the rental proceeds from the matrimonial property was applied towards the monthly rental of \$2,800 for the Farrer Road apartment and the rental surplus was retained by the plaintiff. [\[note: 4\]](#) Presently, the defendant resides at another rented apartment with the daughter.

8 During the marriage, the children's behavioural problems were a major source of conflict for the parties. The son was diagnosed with Attention Deficit Hyperactivity Disorder ("ADHD") and was prone to violent outbursts. The daughter suffered from Obsessive Compulsive Disorder ("OCD"). Moreover, the children did not get along and the son was often abusive towards his sister. In February 2008, the daughter's OCD condition deteriorated and the plaintiff admitted the daughter to Mount Elizabeth Hospital despite the defendant's disapproval. After the daughter's discharge in April 2008, the daughter went to live with the defendant. However, in June 2008, the plaintiff removed the daughter from the defendant's care with the assistance of the Ministry of Community Development, Youth and Sports ("MCYS") and admitted the daughter to the Institute of Mental Health ("IMH"). The defendant appealed to MCYS for an urgent discharge, and the daughter was discharged in September 2008 to the defendant's care. As an interim arrangement, the daughter went to live with a foster family approved by MCYS.

9 In late November 2008, the plaintiff again removed the daughter from the foster family and placed her under the maternal grandmother's care, but took the daughter to her home in February 2009 when the maternal grandmother could not cope with the daughter. The son, however, did not react well to this arrangement and even punched the plaintiff on one occasion. Soon after, the defendant arranged for the daughter to live with the foster family for 2 years while he continued to fetch her to school daily. In mid-2011, the defendant took the daughter to his home and has been caring for the daughter since then.

Division of the matrimonial property

10 The value of this property was stated to be \$1.8m (as at October 2012). There was an outstanding mortgage of about \$200,000 as at 4 November 2012. The plaintiff sought a division of the matrimonial property in the ratio of 80% in her favour and 20% to the defendant. On the other hand, the defendant felt that a ratio of 60% in his favour and 40% to the plaintiff was fair, arguing that the court should take into account the rental income from the matrimonial property that was retained by the plaintiff.

11 In assessing the division of matrimonial property, the search is invariably for the requirements of a just and equitable division. Section 112(2) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Women's Charter") lists the factors to be taken into consideration in light of all the circumstances of the case.

12 It is quite often that a party seeks to obtain a larger percentage in the division of the matrimonial home by relying on the size of his or her direct financial contributions towards the

acquisition of the matrimonial home. It is also not unusual to see one side denigrate or downplay other forms of contributions by the other party to the acquisition of the matrimonial home. In this regard, the judgment of the Singapore Court of Appeal in *BCB v BCC* [2013] 2 SLR 324 ("*BCB*") is a fitting reminder that *indirect* contributions of every stripe should be taken *fully* into account, and that *direct* contributions should not be given undue emphasis (*BCB* at [8] & [11]). *BCB* also emphasized that the indirect contributions of *both* the husband as well as wife should be given their full value (*BCB* at [12]).

13 The observations in *Soh Chan Soon v Tan Choon Yock* [1998] SGHC 204 ("*Soh Chan Soon*") (cited in *NK v NL* [2007] 3 SLR(R) 743 at [24] and *BCB* at [10]) are equally instructive. In that case, Warren L H Khoo J stated the following (at [7]):

In the usual situation of a couple with limited means striving to raise a family and building up a home, each party will in the normal course make his or her contribution in monetary or non-monetary terms. *If both are working and earning an income, the wife, for example, may pay for the daily household expenses and the children's needs while the husband may pay the down payment for a flat and the monthly repayments of the mortgage. It cannot in justice be said that the wife does not indirectly contribute to the equity in the flat.* In a relationship ruled by the heart rather than the head, she would not keep accounts of what she has expended for the family. When it comes to dividing the family assets in the unfortunate event of a divorce, *it would not be right to start from the basis that the party who is shown by documentary evidence to have made direct monetary contribution to the equity of the family home should be treated as having made a greater contribution than the other party.* [emphasis added]

14 Khoo J's observation is apposite in the present case. The example above is one of many ways in which couples in real life arrange how their incomes are to be used for the benefit of the whole family. Such financial arrangements may range from pooling their whole incomes, to pooling a proportion for household purposes, to one making an allowance to the other.

Direct contributions to the matrimonial property

15 The table below sets out the parties' undisputed direct financial contributions towards the matrimonial property:

	Defendant	Plaintiff
Option fees	\$ 8,300.00	\$ 4,000
CPF principal (as at July 2011) [note: 5]	\$ 87,000.00	\$ 263,509.47
Cash (lump sum)	\$ 100,000.00	\$ 150,000.00
Sub-total	\$ 195,300.00	\$ 417,509.47

16 However, the parties presented different versions of who paid for the cash portion of the housing loan instalments. The plaintiff claimed that she had paid the monthly cash instalment of \$1,200 since January 1999; the defendant only began contributing \$1,000 towards repayment of the housing loan in June 2009 pursuant to the interim maintenance consent order (see [4] above). [\[note: 6\]](#) According to the plaintiff, the parties' direct financial contributions would be as follows:

Plaintiff's version		
	Defendant	Plaintiff
Undisputed direct financial contribution	\$ 195,300.00	\$ 417,509.47
Loan instalments (cash)	\$ 44,000 (\$1,000 from June 2009 to Jan 2013)	\$ 158,800 (\$1,200 per month from Jan 1999 to May 2009; \$200 per month from June 2009 to Jan 2013)
Total	\$ 239,300.00	\$ 576,309.47
% direct financial contribution	29.34%	70.66%

17 Conversely, the defendant stated that he had always contributed \$3,000 every month towards the household, including \$1,000 that was to be applied towards the mortgage. This was also reflected in the consent order dated 12 June 2009 for interim maintenance (see [4] above). [\[note: 7\]](#) Thus, the defendant's version of the parties' direct financial contributions to the matrimonial property was as follows:

Defendant's version [note: 8]		
	Defendant	Plaintiff
Undisputed direct financial contribution	\$ 195,300.00	\$ 417,509.47
Loan instalments (cash)	\$ 169,000.00 (\$1,000 from Jan 1999 to Jan 2013)	Nil
Total	\$ 364,300.00	\$ 417,509.47
% direct financial contribution	46.60%	53.40%

18 After examining the evidence, I was inclined to accept the defendant's version of events. On the plaintiff's own evidence, it was clear that at least from 1999 when the matrimonial home was purchased, the parties had agreed that the defendant would give \$3,000 to the plaintiff each month for household expenses. [\[note: 9\]](#) The parties' bank statements evidenced various instances of such payments to the plaintiff. [\[note: 10\]](#) This arrangement continued until May 2008 when the parties separated, whereupon the defendant gave the plaintiff \$1,500 a month until the plaintiff's application for interim maintenance in February 2009. [\[note: 11\]](#) As for the plaintiff's assertion that the defendant's payments were irregular and not borne out by documentary evidence, I was guided by the observation of Khoo J in *Soh Chan Soon* (see [13] above).

19 While there was an arrangement that the defendant would pay \$3,000 monthly to the plaintiff for household expenses, the parties could hardly have been expected to keep detailed accounts of

the defendant's contributions during the marriage. For instance, the defendant stated that he gave the plaintiff cash for certain months. [\[note: 12\]](#) Such payments would understandably not be borne out by bank statements. The parties' arrangement was also likely not an inflexible one. At times, the defendant would give the plaintiff larger sums such as \$6,000 or \$10,000 to make up for previous months. [\[note: 13\]](#)

20 The present situation also bore certain similarities to the case of *Pang Rosaline v Chan Kong Chin* [2009] 4 SLR(R) 935 ("*Pang Rosaline*"). Like in *Pang Rosaline*, the parties here had an arrangement whereby part of the defendant's income would be applied towards household outgoings, whereas it was merely "a matter of practicality" that the plaintiff paid the mortgage instalments because she was entitled to a preferential staff loan as a bank employee (see *Pang Rosaline* at [13]). [\[note: 14\]](#) As such, it would not be reliable to accept the plaintiff's claim that she was wholly responsible for the cash portion of the mortgage instalments. It was more likely than not that the defendant *had* made direct financial contributions to the payment of the mortgage instalments.

Indirect financial contributions

21 According to the defendant, he had made indirect financial contributions to the initial renovation and furnishing costs for the matrimonial property in the sum of \$100,600, and over the years, he had spent a further sum of \$37,000 for the replacement of furniture, appliances, paintings and repairs. [\[note: 15\]](#) In addition, the defendant was responsible for all outgoings of the matrimonial property such as property tax, conservancy, utilities, and telephone and internet bills.

22 In respect of the other indirect financial contributions, the defendant's position was that throughout the marriage, he paid for the family and household expenses, including the children's education and family holidays.

23 The plaintiff also made some indirect financial contributions to family expenses. It was not disputed that the plaintiff serviced a \$40,000 renovation loan and the defendant paid at least \$23,800 for the balance of the renovation costs for the matrimonial property. [\[note: 16\]](#) Although the defendant submitted that he had contributed \$60,000 instead of only \$23,800 towards the initial renovation as well as \$37,000 for replacement furniture over the years [\[note: 17\]](#), I gave the defendant credit only for the sum of \$23,800 as the renovation invoice showed a total sum of \$63,800.

24 Although the defendant paid the property tax and conservancy charges for the matrimonial property for nearly the entire duration of their marriage, the plaintiff also paid the conservancy charges for the matrimonial property from July 2009 onwards. [\[note: 18\]](#)

25 In general, after the matrimonial property was purchased, the evidence showed that the defendant was the main contributor to the household outgoings, although the plaintiff also paid for certain expenses. The defendant paid the utility and telephone phone bills directly. [\[note: 19\]](#) There was also evidence that the defendant contributed to the insurance premiums for the family [\[note: 20\]](#), groceries and the children's education and medical expenses [\[note: 21\]](#). As for the plaintiff, I accepted her claim that she contributed to the children's tuition fees, the maid's salary and other miscellaneous expenses. [\[note: 22\]](#) In particular, the plaintiff paid the daughter's medical bills (*ie* the IMH bills), which the defendant refused to contribute to as he had objected to the daughter's institutionalization in the first place. [\[note: 23\]](#)

26 Overall, I was satisfied that the defendant had made more significant indirect financial contributions to the matrimonial home and family expenses than the plaintiff. While the exact quantum of the defendant's financial contributions was meticulously traversed in the parties' affidavits, it would be impossible, and indeed erroneous, for this court to take into account every minute sum contributed by each party to the matrimonial home and the household (*Lim Choon Lai v Chew Kim Heng* [2001] 2 SLR(R) 260 at [14], cited in *NK v NL* at [26]). The court must take a broader view of the circumstances, giving adequate weight to parties' *direct* as well as *indirect* financial contributions (*BCB* at [34]).

Additional considerations

27 By the date of the interim judgment, both parties had amassed significant savings and investments in their respective names. The following table sets out the parties' assets as declared in their affidavits:

	Defendant (\$)	Plaintiff (\$)
CPF funds	210,827.16 [note: 24]	267,215.66 [note: 25]
Bank accounts	29,549.13 [note: 26]	443,568.16 [note: 27]
Insurance policies	123,154.44 [note: 28]	90,385.38 [note: 29]
Shares	13,391.20 [note: 30]	143,806.18 [note: 31]
Car	20,000.00	Nil
Country club memberships	58,500.00 [note: 32]	Nil
Sale proceeds from Loyang property	634,080.23	Unknown
Total	1,089,502.16	944,975.38

28 I digress to comment on two items in the table: the insurance policies disclosed by the parties, and the sale proceeds from the Loyang property.

29 While the plaintiff had disclosed her NTUC Income insurance policies, she did not disclose her AIA insurance policies, which were evidenced by a number of annual policy statements produced by the defendant. [\[note: 33\]](#) The latter statements were dated 2008 and hence reflected lower surrender values than in reality. The defendant produced a table summarizing details of the AIA insurance policies held by both parties for themselves and their children, including their current estimated surrender values that were slightly higher than those in the 2008 policy statements. [\[note: 34\]](#) Although these estimated surrender values in the defendant's table were not strictly supported by the documents available, they seemed consistent with those reflected in the 2008 policy statements. Moreover, the value of the parties' respective insurance policies was not a core issue, but was merely intended to give a general indication of each party's accumulated wealth at the end of the marriage. As such, the computation of the values of the parties' insurance policies for the purposes of the

present case was based on the defendant's current estimated surrender values.

30 Turning to the Loyang property, this was an investment property jointly purchased in 1994 by the defendant, the plaintiff and the plaintiff's brother. The Loyang property was sold in October 2011 for \$1,280,000 and there was an agreement to divide the sale proceeds as follows: 62% to the defendant, 7% to the plaintiff, and 31% to the plaintiff's brother. However, as the sale proceeds were insufficient to refund the housing loan and all the parties' CPF accounts, there was a dispute over the actual division of the sale proceeds and the defendant commenced legal action. A settlement was reached without prejudice to the claims in the present divorce proceedings. After making the necessary refunds to his CPF account, the defendant received the cash sum of \$634,080.23 from the sale of the Loyang property. [\[note: 35\]](#) I therefore included this sum in the calculation of the defendant's personal assets.

31 Returning to the main issue here, besides cash and assets totalling \$944,975.38, there was a property known as Lagoon View ("Lagoon View") in which the plaintiff had an interest. Lagoon View was valued at \$1,900,000 (as at November 2011). [\[note: 36\]](#)

Lagoon View property

32 Counsel for the defendant, Ms Tan Siew Kim ("Ms Tan"), submitted that the plaintiff's interest in Lagoon View was a matrimonial asset that was liable to division. However, the defendant was not seeking a share in the Lagoon View property. Nonetheless, the plaintiff's interest in this \$1.9 million property was still a factor that should be taken into consideration in the defendant's request for 60% rather than an equal division of the matrimonial property.

33 Notably, the defendant's point was that the plaintiff was able to amass a sizable amount of money and assets in her name precisely because he had contributed a substantial portion of his income towards the family's expenses and household needs during the marriage, and this fact should be taken into consideration in arriving at a just and equitable division of the matrimonial property ("the main contributor argument"). For the reasons explained below, there is credence and merit in the main contributor argument.

34 As indicated, the parties did not have their own home until nine years after they got married. I noted that throughout the marriage, the defendant was responsible for supporting the family and household expenses. According to the defendant, the plaintiff was only able to afford the purchase of the Lagoon View property because he bore all the family and household expenses. [\[note: 37\]](#) The defendant also maintained that Lagoon View was purchased around the time they got married.

35 Counsel for the plaintiff, Ms Wong Soo Chih ("Ms Wong"), argued that Lagoon View was not a matrimonial asset as it was purchased before the marriage. Ms Wong explained that it was the plaintiff's family home and was purchased in 1988 using cash from her mother and a bank loan that was serviced by the plaintiff's CPF funds. [\[note: 38\]](#) The bank loan was finally paid up in 1998, before the parties purchased their matrimonial home. [\[note: 39\]](#)

36 I was unable to accept the plaintiff's position that Lagoon View should be completely disregarded as a matrimonial asset, as suggested by Ms Wong. Section 112(10) of the Women's Charter defines a matrimonial asset as, *inter alia*, "any other asset of any nature acquired during the marriage by one party or both parties to the marriage". In interpreting the phrase "acquired during the marriage", I found the following comments in *Chee Kok Choon v Sern Kuang Eng* [2005] 4 MLJ 461 at [9] sensible and instructive in the present case:

... The word 'acquired' is not the same as 'purchased' as ordinarily understood. In a family law setting, especially in terms of division of matrimonial assets, a down-payment may have been paid, and one party may continue mortgage instalments for the next 15 or 20 years. *In such a case, the 'acquisition' continues until the asset is fully acquired.* For example, in the case of an EPF balance, a certain sum is 'acquired' before marriage; the balance is acquired during marriage; and further acquisition continues even after a divorce. It is only the portion 'acquired' during marriage that can be considered a matrimonial asset. ... [emphasis added]

37 The above statements squarely address the present situation.

38 In *BGT v BGU* [2013] SGHC 50, the husband purchased an investment property before the marriage, but he paid for most of it during the marriage, utilising his CPF contributions for this purpose. Judith Prakash J noted (at [29]):

... [I]t is well established that any contributions to his account from moneys earned after the marriage would form part of the matrimonial assets. If the husband had not been paying for the Tanamera property, his monthly contributions during the marriage would have remained in his CPF account and there would have been no doubt at the end of the marriage that those contributions would have to be included as part of the matrimonial assets. ...

39 Likewise, in the present case, even if Lagoon View was purchased before the marriage, the plaintiff continued to service the housing loan through her CPF contributions *during* the marriage, until 1998 when the property became fully paid up. If the plaintiff had not been paying for the housing loan, any CPF contributions earned by her during the marriage would have remained in her CPF account and would have to be included in the pool of matrimonial assets for the purpose of the determination of ancillary matters. As such, at least a portion of Lagoon View should be viewed as having been "acquired during the marriage" and a matrimonial asset. Simply put, the fact that the defendant made no financial contribution to Lagoon View is irrelevant as matrimonial assets rightly include assets acquired by *either* spouse's personal efforts during the marriage.

40 During the period when the plaintiff was servicing the housing loan for Lagoon View (*ie* from 1989 to 1998), I was satisfied that the defendant had paid for most of the family and household outgoings and expenses, which enabled the plaintiff to finance the acquisition of Lagoon View and to save or invest her income. The parties did not have to worry about their own housing during this period as they resided at a hostel in the university where the defendant was teaching at that time. The defendant stated (and the plaintiff did not dispute) that in 1989, the plaintiff was earning about \$3,000 per month. [\[note: 40\]](#) The plaintiff's CPF statement in respect of Lagoon View showed that the total principal amount used, not including accrued interest, was \$201,320.71. [\[note: 41\]](#) Making a quick calculation of the plaintiff's monthly CPF contributions to Lagoon View, this would work out to roughly \$1,860 a month for nine years. Of course, the plaintiff's salary would have increased from 1989 onwards, but the fact remains that this was a significant financial obligation that the plaintiff had to discharge *during* the marriage.

41 As for what portion of Lagoon View's present value of \$1,900,000 should be considered a matrimonial asset, the plaintiff unfortunately did not provide me with any information other than the total amount of her CPF contributions used for Lagoon View. According to her CPF statement, the total principal amount used and accrued interest (up to 31 January 2012) was \$332,281.62. [\[note: 42\]](#) There was no information as to the original purchase price of Lagoon View, how much was in her CPF account prior to the marriage, or how much cash was contributed by the plaintiff's mother. Be that as it may, the minimum amount to be attributed (notionally) to the pool of matrimonial assets is

\$332,281.62, although this would probably have been higher in reality, given that the property is now worth \$1.9 million. The fact remains that at the end of the marriage, the plaintiff has Lagoon View and this state of affairs was due to the defendant shouldering the expenses of the family and household whilst the plaintiff took care of the financial obligations of Lagoon View.

Rental income from the matrimonial property

42 When the plaintiff moved to Sommerville Park with the son in May 2008, the defendant applied the rental income of \$3,200 from the matrimonial property to the monthly rental of \$4,100 for Sommerville Park, and also paid the shortfall of \$900. When the plaintiff and son moved to Farrer Road in September 2009, the plaintiff similarly retained the rental proceeds of \$3,500 from the matrimonial property. As the monthly rental for the Farrer Road apartment was only \$2,800, there was surplus rental income which the plaintiff also retained. Recently, the parties rented out the matrimonial property at \$3,800 per month for one year from 15 November 2012.

43 I agreed with the defendant that the plaintiff had to some extent enjoyed the benefit of the surplus rental income without sharing it with the defendant.

Conclusion on the percentage division of the matrimonial property

44 This was a marriage where both spouses went out to work. Their children required special attention. The couple had to care and cope with the well-being of two children who had behavioural problems with the assistance of a maid. After the parties' domestic maid left in December 2006, both parties adjusted their working hours in order to spend more time at home. The wife worked part-time from August 2007 until December 2008 in order to take care of the household and the children. The defendant shifted his lectures and tutorials to the afternoon so he could stay at home in the morning to care for the children while the plaintiff was at work. [\[note: 43\]](#) He also bought meals for the family so that the plaintiff would not need to cook, and engaged a part-time helper to assist with the household chores. This was a mutual arrangement between the parties, and I was satisfied that *both* defendant and the plaintiff had made sacrifices for the sake of the welfare of the family. The plaintiff also conceded that the defendant helped and advised the son on his education. I was satisfied that both the defendant and the plaintiff had not neglected their family duties and had made efforts to meet the needs of their children and contribute to the welfare of the family. In my view, the non-financial contributions of the parties throughout the marriage were more or less equal.

45 Thus the real debate in the present case concerned the direct and indirect financial contributions of the parties.

46 The financial arrangement between the parties was that the defendant would bear the burden of most of the family's expenses, leaving the plaintiff free to save or invest her income. [\[note: 44\]](#) While the housing loan for the matrimonial property was serviced by the plaintiff in name, it was more likely than not that the defendant contributed to not only the loan instalments indirectly but also the household expenses. Indeed, prior to 1998, this same financial arrangement enabled the plaintiff to finance the acquisition of Lagoon View and amass significant savings and investments that were more than equal to those of the defendant, despite the fact that she earned less than him.

47 In *BCB* (see [12] above), the marriage lasted 15 years, during which both spouses were working and had children. The wife there made more direct contributions towards the matrimonial assets than the defendant, and also took care of the children when the defendant travelled, and used her income for the family when the husband was not doing well in his business. The wife was awarded 60% of the parties' two properties.

48 In this case, the plaintiff was the one who ostensibly made more direct financial contributions towards the matrimonial property. However, there was evidence that the plaintiff in fact received an "allowance" from the defendant, out of which she was able to pay for the mortgage instalments and household outgoings. Unlike in *BCB*, the defendant's income was principally relied on to meet household expenses, and the defendant also played an equally active part in taking care of their two children. The defendant also continued to pay for the plaintiff's and his own rental expenses when the parties separated. Notably, the defendant has agreed to continue to pay the sum of \$800 and \$400 as monthly maintenance to the plaintiff and son respectively; he has also agreed to maintain the daughter without any contribution from the plaintiff.

49 In light of these facts, and my acceptance of the main contributor argument (see [33] above), the plaintiff's proposal that she should receive 80% of the matrimonial property and be allowed to retain all her other assets would not lead to a just and equitable result. Rather, I was of the opinion that the defendant's proposal that he be granted a 60% share in the matrimonial property would give adequate recognition to the parties' respective contributions during the marriage, using a broad-brush approach. I therefore awarded the defendant a 60% share in the matrimonial property with an option granted to either party to purchase the other party's share, and ordered that each party is to retain all other assets in their own names. In my view, this would achieve a just and equitable division of the matrimonial assets.

Other matters

50 For completeness, I will now deal with the plaintiff's allegation that the defendant had dissipated almost \$65,000 from his bank accounts. The plaintiff pointed out cash withdrawals of \$5,000 and \$1,500 on 14 December 2010, cash withdrawals totalling \$13,000 between 16 and 24 November 2010, as well as fund transfers of \$35,499.33 on 18 May 2010 [\[note: 45\]](#) and \$10,000 on 14 January 2011. In addition, the plaintiff argued that the defendant had transferred amounts ranging from \$1,000 to \$2,000 from his bank accounts to his siblings.

51 I was not persuaded that the defendant had dissipated his cash assets as suggested by the plaintiff. The defendant explained that the amounts of \$1,000 to \$2,000 were contributions to his brother; the defendant's bank statements showed that he had been making these contributions regularly at least since March 2009. The defendant also explained that the cash withdrawals on 14 December 2010 comprised money for a trip to China with his brother and a payment to the daughter's guardian. There were also withdrawals for payment of the defendant's legal bills.

[\[note: 1\]](#) Defendant's Affidavit of Assets and Means filed 4 November 2011 at p 19

[\[note: 2\]](#) Plaintiff's 2nd Ancillary Affidavit filed 8 February 2012 at [11]

[\[note: 3\]](#) Defendant's Written Submissions dated 14 January 2013 at Tab E

[\[note: 4\]](#) Defendant's Written Submissions dated 14 January 2013 at Tab E

[\[note: 5\]](#) Defendant's Written Submissions dated 14 January 2013 at Tab O, Tab Q

[\[note: 6\]](#) Plaintiff's 2nd Ancillary Affidavit filed 8 February 2012 at [10], [16]

[\[note: 7\]](#) Defendant's Written Submissions dated 14 January 2013 at [27]

[\[note: 8\]](#) Defendant's Written Submissions dated 14 January 2013 at [33]

[\[note: 9\]](#) Plaintiff's 2nd Ancillary Affidavit filed 8 February 2012 at [4]; Plaintiff's 3rd Ancillary Affidavit filed 29 August 2012 at [3]

[\[note: 10\]](#) Plaintiff's Written Submissions dated 16 January 2013 at [24]; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at pp 34–109

[\[note: 11\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at [23]

[\[note: 12\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at [11], [21]

[\[note: 13\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at [10]; Defendant's Written Submissions dated 14 January 2013 at [37]

[\[note: 14\]](#) Plaintiff's Written Submissions dated 16 January 2013 at [9]; Plaintiff's 2nd Ancillary Affidavit filed 8 February 2012 at [11]; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at [24]

[\[note: 15\]](#) Defendant's Written Submissions dated 14 January 2013 at [29] to [31].

[\[note: 16\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at pp 38–40

[\[note: 17\]](#) Defendant's Written Submissions dated 14 January 2013 at [28]–[30]

[\[note: 18\]](#) Plaintiff's Written Submissions dated 16 January 2013 at [17]

[\[note: 19\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at p 113–120

[\[note: 20\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at p 184

[\[note: 21\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at pp 205, 242–312; Defendant's Written Submissions dated 14 January 2013 at [46], [52], Tab E, Tab U

[\[note: 22\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at [28]; Plaintiff's 2nd Ancillary Affidavit filed 8 February 2012 at [8]

[\[note: 23\]](#) Defendant's 2nd Ancillary Affidavit filed 15 February 2012 at [43]

[\[note: 24\]](#) Defendant's Affidavit of Assets and Means filed 4 November 2011 at pp 38–39

[\[note: 25\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at [10], p 33–35

[\[note: 26\]](#) Defendant's 2nd Ancillary Affidavit filed 15 February 2012 at p 81; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at p 369

[\[note: 27\]](#) Plaintiff's Affidavit filed 1 March 2012 at pp 35, 65, 137

[\[note: 28\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at pp 143–183

[\[note: 29\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at p 27; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at pp 163, 168, 178, 183

[\[note: 30\]](#) Defendant's Affidavit of Assets and Means filed 4 November 2011 at p 35

[\[note: 31\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at p 28

[\[note: 32\]](#) Defendant's Written Submissions dated 14 January 2013 at [56]; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at p 446

[\[note: 33\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at p 27; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at pp 143–183

[\[note: 34\]](#) Defendant's Affidavit of Assets and Means filed 4 November 2011 at p 34; Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at p 143

[\[note: 35\]](#) Defendant's Written Submissions dated 14 January 2013 at [58], Tab Y

[\[note: 36\]](#) Plaintiff's Affidavit of Assets and Means filed 29 November 2011 at pp 3, 25–26

[\[note: 37\]](#) Defendant's Written Submissions dated 14 January 2013 at [24]–[25], [57]

[\[note: 38\]](#) Plaintiff's Written Submissions dated 16 January 2013 at [40]; Plaintiff's 3rd Ancillary Affidavit filed 29 August 2012 at [4]

[\[note: 39\]](#) Plaintiff's 3rd Ancillary Affidavit filed 29 August 2012 at [4]; Plaintiff's Affidavit filed 1 March 2012 at [9]

[\[note: 40\]](#) Defendant's Written Submissions dated 14 January 2013 at [25]

[\[note: 41\]](#) Plaintiff's Affidavit filed 1 March 2012 at p 138

[\[note: 42\]](#) Plaintiff's Affidavit filed 1 March 2012 at p 138

[\[note: 43\]](#) Defendant's 2nd Ancillary Affidavit filed 15 February 2012 at [35]; Defendant's Written Submissions dated 14 January 2013 at [44]

[\[note: 44\]](#) Defendant's 3rd Ancillary Affidavit filed 25 September 2012 at [23]

[\[note: 45\]](#) Defendant's 2nd Ancillary Affidavit filed 15 February 2012 at p 105