

ARX v ARY  
[2015] SGHC 55

**Case Number** : Divorce Transferred No. 503 of 2010  
**Decision Date** : 27 February 2015  
**Tribunal/Court** : High Court  
**Coram** : Belinda Ang Saw Ean J  
**Counsel Name(s)** : Mr Wendell Wong and Ms Choo Tse Yun (Drew & Napier LLP) for the plaintiff; Ms Kasturibai Manickam, Mr Premchand Soman and Mr Paul (East Asia Law Corporation) for the defendant.  
**Parties** : ARX — ARY

*Family law – Matrimonial assets – Division*

*Family law – Maintenance – Wife*

*Family law – Child – Maintenance of child*

[LawNet Editorial Note: The appellant's appeal to this decision in Civil Appeal No 3 of 2015 was allowed while the respondent's appeal in Civil Appeal No 5 of 2015 was dismissed by the Court of Appeal on 10 March 2016. See [\[2016\] SGCA 13.](#)]

27 February 2015

**Belinda Ang Saw Ean J:**

**Introduction**

1 The plaintiff husband (“the plaintiff”) and the defendant wife (“the defendant”) were married on 29 October 1994. The plaintiff is aged 43 and the defendant is 52 years old. They parties have two children aged 15 and 10 years.

2 The parties separated by mutual agreement at the end of June 2009. The plaintiff commenced divorce proceedings on 2 February 2010 and Interim Judgment was granted on 26 October 2010. As the parties had agreed on the issue of custody, care and control and access, the unresolved issues were the division of the matrimonial assets and maintenance for the defendant and the children of the marriage. After hearing the parties, I made the following orders on 4 November 2014 and 5 December 2014:

**Division of Matrimonial Assets**

1. The operative date to determine the pool of matrimonial assets is 30 June 2012. The value of the pool of matrimonial assets is \$1,476,000.00.

2. The pool of matrimonial assets is to be divided in the proportion of 50% to the plaintiff and 50% to the defendant in the following manner:

(a) The defendant shall be the sole owner of the parties’ Glasgow flat, the value of which

was fixed at \$232,464.10; for this purpose:

- (i) the plaintiff shall execute and return all documents necessary to effect the transfer within ten (10) working days of being served with the documents.
- (ii) in the event the plaintiff defaults in executing and returning all the documents, the Registrar of the Family Justice Courts under Section 31 of the Family Justice Act No 27/2014 is authorised to execute, sign and indorse all necessary documents relating to matters contained in this order on behalf of the plaintiff;
- (b) The defendant shall retain the matrimonial assets held in her sole name, the value of which was determined to be \$17,963.56;
- (c) The plaintiff shall retain the immovable properties in Turkey including the Turunc property, the total value of which was fixed at \$253,287.00;
- (d) The plaintiff shall retain the car bearing registration number SGQ269U, the value of which was fixed at \$42,000.00;
- (e) The plaintiff shall retain the other matrimonial assets held in his sole name save for the sum of \$487,572.34 to be paid to the defendant as hereinafter provided;
- (f) The plaintiff shall transfer \$487,572.34 to the defendant in the following manner:
  - (i) The plaintiff shall transfer \$225,000 to the defendant by 12 December 2014;
  - (ii) The plaintiff shall transfer \$150,000 to the defendant by 30 June 2015 and
  - (iii) The plaintiff shall transfer \$112,572.34 to the defendant by 30 September 2015.

### **Maintenance**

- 3. The plaintiff shall bear the school-related expenses of A and B.
- 4. The plaintiff shall provide medical insurance for A and B.
- 5. The plaintiff shall pay \$250 per month for A's pocket money, and \$150 per month for B's pocket money. The plaintiff shall make the payments towards pocket monies directly to A and B.
- 6. The plaintiff shall provide accommodation for the defendant and the children, the rent of which amounts to \$4,700/- per month at present.
- 7. The plaintiff shall pay monthly maintenance of \$3,000 to the defendant for the defendant's personal expenses, as well as the household expenses of the defendant, A and B.

### **Custody, Care and Control and Access**

- 8. The Orders on custody, care and control and access for A and B shall be in accordance with the Order of Court dated 17 and 25 October 2012 by the District Judge Shobha Gopalakrishnan Nair (which varied the Order of Court dated 06 September 2011 by the District Judge Michelle Woodworth Cordeiro).

## **Others**

9. Each part shall bear his/her legal costs.

10. Liberty to apply.

3 The defendant has appealed against part of the maintenance order whereas the plaintiff has cross-appealed against part of the decision relating to the division of the matrimonial assets and maintenance.

4 I now set out my grounds of decision.

## **The parties and their background**

5 The plaintiff is of Turkish origin. He is a sales manager with a financial software, data and media company which has its headquarters in New York City. The plaintiff now lives and works in Hong Kong.

6 The defendant is Scottish and was living in London, England. She met the plaintiff in Turkey in 1993 while she was on holiday there. The plaintiff was at that time 21 years old and was living with his parents. He was working at his uncle's jewellery shop after having completed his national service and high school diploma.

7 On the other hand, the defendant had completed her tertiary education, was a qualified Chartered Accountant, and by 1993 held the position of Associate Director of Capital Markets in a British bank having worked in the financial and banking industry for several years.

8 With the assistance of the defendant, the plaintiff joined her in London the next year. The parties married shortly thereafter.

9 In the early years of the marriage, the defendant was the sole bread winner as the plaintiff was a full-time student. Apart from paying for the plaintiff's passage to London, she financed his English language course and tertiary education as well as living expenses. The plaintiff completed his degree in 1998 and joined his current employers as an intern in 1999.

10 In that same year, the parties had their first child, A, who was born on 13 May 1999. The defendant continued to be employed full time in the financial markets. She held a senior position as Head of European Equities Account Management in a European Bank until April 2003 when she was made redundant following a corporate reorganisation that affected her department. By that time, she was already pregnant with the second child, B, who was born on 27 December 2003.

11 Shortly after the defendant was made redundant, the plaintiff was promoted and was given an international posting to Hong Kong. The parties decided that the family would relocate to Hong Kong and that the defendant would give up full-time work to be a homemaker.

12 Shortly after arriving in Hong Kong, the plaintiff was transferred to Japan in 2004 where the family remained until November/December 2006 when the plaintiff was sent to Singapore for work.

13 Whilst living in Singapore, the defendant discovered that the plaintiff was having an affair. The plaintiff admitted to the affair, and the marriage deteriorated thereafter. By mutual agreement, the parties separated in June 2009. As stated in [2] above, their divorce followed shortly after.

14 After the plaintiff left the matrimonial home, the defendant remained behind in the rented matrimonial home to take care of the children. A myriad of factors including age and absence from the job market made it difficult for the defendant to find a job in the investment banking industry. However, the defendant was able to find work as a part-time estate agent. At the time of the hearing of the ancillary proceedings, she found employment as a part-time bookkeeper that paid her \$2,500 per month. Both the children are currently students and boarders of an international school in Johor Bahru, Malaysia.

### **The matrimonial assets**

15 During the course of the marriage, the parties retained their native connections and both visited and purchased property in Scotland and Turkey (see list of matrimonial assets at [35] below). The parties were primarily able to agree on the matrimonial assets that would be liable for division except for the following matters:

- (a) Whether the cash accumulated by the plaintiff from salaries and bonuses after the Interim Judgment would constitute a matrimonial asset and be liable for division ("MA Pool Issue 1"); and
- (b) Whether a property in Turkey registered under the plaintiff's mother's name ("the Turunc property") was a matrimonial asset ("MA Pool Issue 2").

16 I now turn to address the abovementioned issues.

### ***MA Pool Issue 1: The operative date for determining the pool of matrimonial assets***

17 The plaintiff had earned salaries and bonuses in the course of his employment and the defendant contended that the cash accumulated from his salaries and bonuses should be subject to division as a matrimonial asset within the meaning of s 112(10)(b) of the Women's Charter (Cap 353, 2009 Rev Ed) ("the Act") being "any ... asset of any nature acquired during the marriage by one party or both parties to the marriage".

18 This leads me to the nub of the issue which concerns the appropriate operative date for determining the pool of matrimonial assets in this case ("Operative Date"). In the context of the current proceedings, the parties' arguments threw up four possible operative dates:

- (a) June 2009 (the date the parties separated);
- (b) 2 February 2010 (the date the plaintiff filed for divorce);
- (c) 26 October 2010 (the date of the Interim Judgment); or
- (d) 30 June 2012 (a point in time after the Interim Judgment when ancillary proceedings first started).

19 Counsel for the plaintiff argued that the appropriate Operative Date should be June 2009 as it was the time when the parties separated. As such, it would be the date when the parties intended to cease participating in the joint accumulation of matrimonial assets. [\[note: 1\]](#) It was further submitted that if this court was not with the plaintiff on the date of separation, a suitable alternative would be the date of the Interim Judgment. It was argued that selecting an Operative Date at the other end of the spectrum (*i.e.* 30 June 2012) would set an "unhealthy precedent" in matrimonial proceedings. [\[note: 2\]](#)

20 In contrast, counsel for the defendant selected 30 June 2012 as the Operative Date. This date happened to coincide with the start of the ancillary proceedings. The defendant relied on *Yeo Gim Tiong Michael v Tianzon Lolita* [1996] 1 SLR(R) 633 ("*Tianzon*") in support of her proposition that the court has a discretion to adopt a date after the Interim Judgment as the Operative Date. In that case, the husband contended that the assets he acquired after the wife filed the petition of divorce should not be included in the computation of matrimonial assets for division because her indirect contributions had ceased when she filed the divorce petition – she had stopped washing, ironing and cooking for the husband. LP Thean JA (who delivered the judgment of the Court of Appeal in *Tianzon*) disagreed with the husband's position and stated (at [7]) that all assets acquired by the husband before the *decree nisi* was made absolute may be considered in computing the matrimonial assets for division because the wife continued to contribute indirectly by looking after the child of the marriage after she had filed the divorce petition. However, Thean JA noted (at [7]) that since the ancillary matters came for hearing on a date before the *decree nisi* was made absolute, it was, "as a matter of practicality", open to the court to value the pool of matrimonial assets at the date when the ancillary matters came for hearing. While *Tianzon* was decided under the 1985 edition of the Act ("1985 Act"), the phrase "during the marriage" in ss 106(1) and 106(3) of the 1985 Act bore a similar meaning to that in s 120(10)(b) of the Act (see *Yeo Chong Lin v Tay Ang Choo Nancy* [2011] 2 SLR 1157 ("*Yeo Chong Lin*") at [18]).

21 Indeed, the High Court in *Leong Mei Chuan v David Chan Teck Hock* [2001] SGHC 80 ("*Leong Mei Chuan*") relied on *Tianzon* to construe the meaning of the phrase "during the marriage" in the current s 112 of the Act. The court there held that the meaning accorded by the court in *Tianzon* to the phrase "during the marriage" in ss 106(1) and 106(3) of the previous Act, *viz*, the marriage is only dissolved when the *decree nisi* is made absolute, would similarly apply to the phrase in the present s 112(10)(b) of the Act. Hence, assets acquired after the *decree nisi* could, in principle, be a matrimonial asset within the meaning of s 112(10)(b) of the Act. On the facts, the court there did not have to apply *Tianzon*, as the wife was only seeking to claim certain shares vested in the husband up to the date of the *decree nisi*.

22 The broad discretion of the court in selecting an operative date for determining the pool of matrimonial assets for division was reaffirmed by the Court of Appeal in *Yeo Chong Lin*. In that case, Chao Hick Tin JA noted (at [36]) that Parliament had not fixed a date for determining the pool of matrimonial assets as such a rigid position might not secure a just result in every case. Having analysed the authorities in various jurisdictions and appreciated the legislative intention behind not mandating a fixed operative date, the court opined (at [39]) as follows:

... [T]here are possibly four timelines which a court could conceivably adopt. The first is the *date of separation*. The second is the *date on which the petition of divorce is filed*. The third is the *date on which a decree nisi is granted*. The fourth is the *date of hearing of ancillary matters* (including the date of the hearing of an appeal). As stated in [21], we have ruled out the date of the grant of the decree absolute as an option because it is a date in the future and cannot realistically be applied. Of the four possible cut-off dates, it seems to us that generally speaking it would be *sensible to apply either the date of the decree nisi or the date of the hearing of the ancillary matters*. Much would depend on the fact-situation. As indicated at [36], there is nothing to preclude the court from applying different cut-off dates to different categories of assets if the circumstances so warrant. [emphasis added]

23 Recently, the Court of Appeal in *Oh Choon v Lee Siew Lin* [2014] 1 SLR 629 ("*Oh Choon*") had to consider the operative date for determining the pool of matrimonial assets. The appellate court's remarks at [14] are instructive:

... [A]s the relevant case law makes clear, there is no hard and fast cut-off date for the determination of the pool of matrimonial assets and everything would, in the final analysis, depend on the precise facts of the case itself (see, for example, the decision of this court in *Yeo Chong Lin*... at [32]-[36]). In *Yeo Chong Lin*, this court noted at [36]) that “[m]ultiple dates are distinctly possible, depending on the nature of an operative date or dates *may not really be that critical as compared to arriving at a just and equitable division*” [emphasis in original].

24 Counsel for the plaintiff cited the case of *AJR v AJS* [2010] 4 SLR 617 (“*AJR v AJS*”) where the court held (at [4]) as follows:

*... Any asset acquired after the date of the Interim Judgment should not be considered a matrimonial asset to be distributed between the parties. The party choosing to invest in new assets after the date of the Interim Judgment takes the benefit of an appreciation and also the market risk of a fall in the value of those investments. The rationale behind this is that the Interim Judgment puts an end to the marriage contract and indicates that the parties no longer intend to participate in the joint accumulation of matrimonial assets nor in any further joint investment in any matrimonial assets with the associated market risk of a fall in the value of those joint investments, unless there is evidence to substantiate a mutual intention to the contrary.* [emphasis added]

25 In my view, *AJR v AJS* is distinguishable for three reasons. First, the Judge’s views expressed in the passage quoted (at [24] above) are made in the context of a situation where one party chose to invest in real property after the date of interim judgment and, more importantly, there was no evidence pointing to the parties’ intention to participate in the joint accumulation of matrimonial assets after the relevant date. In that case, the wife had purchased: (a) three properties in Malaysia for investment purposes and (b) a piece of land in Singapore on which to build a house. The Judge concluded that, on the evidence before him, the clear intention of the parties was not to contribute to the pool of matrimonial assets as from the date of the interim judgment (see *AJR v AJS* at [5]). In short, the Judge placed emphasis on the parties’ intentions and financial contributions. The point to note here is that the appropriate cut-off date for the determination of the pool of matrimonial assets is entirely dependent on the facts of the case (see the observations of the Court of Appeal in *Oh Choon* at [23] above).

26 Second, the Judge did not have to deal with indirect contributions of the other party to the assets in deciding on the operative date for determining the pool of matrimonial assets (as suggested in *Tianzon* at [7]). *Tianzon* was not referred to nor commented upon in *AJR v AJS*. Indeed, there is support in *Oh Choon* that the court should consider the indirect contributions of a party to the total pool of matrimonial assets. In considering the operative date for determining the matrimonial assets to be divided, the Court of Appeal in *Oh Choon* opined at [13]:

...[T]he nub of the matter appeared to us to lie, instead, in ascertaining (in particular) the actual contributions (of both a direct and indirect nature) by the Respondent (if any) to the total pool of matrimonial assets. This was an exercise which would in any case take into account the relevant circumstances arising from the fact that the marriage was a short one when viewed from a *de facto* perspective. In particular, if indeed the Appellant could make good his argument that the respondent had contributed little – if anything at all – to the pool of matrimonial assets after he left the Respondent following the first six years of marriage, that would reduce in a corresponding fashion the proportion of the pool of assets the Respondent would be entitled upon division. This appeared to us to be a more objective approach which was simultaneously true to legal principle. We note that this approach of having regard to all such circumstances of the marriage to determine the just and equitable division of the matrimonial assets is consistent with

the approach adopted by Assoc Prof Debbie Ong ("Prof Ong") in Debbie Ong, "Family Law" (2011) 12 SLA Ann Rev 298 ("*Ong*") at para 15.22. More importantly, this approach would lead precisely to a just and equitable result which was not only what the Appellant was arguing for but is also consistent with the very pith and marrow (and also, language) of s 112(1) of the Act itself. ...

27 From the passage quoted above, the appellate court was referring to the court's discretion to exclude specific matrimonial assets by declining to exercise its powers of division over them. As the Court of Appeal observed (at [13]), this would appear to be the approach preferred by Prof Ong who suggested that the court could decide to award an entire share or a large share of an asset to the party who acquired it after separation (see *Oh Choon* at [15]). Separately and depending on the evidence, the other party's contributions (whether financial or non-financial contributions) to the total pool of matrimonial assets would be relevant. As observed by the Court of Appeal in *Oh Choon* at [14], there is no "hard and fast cut-off date for the determination of the pool of matrimonial assets and everything would, in the final analysis, depend on the precise facts of the case itself ...".

28 I should mention that in *Oh Choon*, the appellant there argued that the operative date for the determining the pool of matrimonial assets ought to be the date of separation (*viz*, the date at which the appellant left the respondent). Despite the appellant's claim that the property and car were purchased with funds acquired after the date of *de facto* separation, this was at the end of the day an assertion which he could not substantiate with proper evidence. The Court of Appeal opined that to have excluded the property and car would have been to ignore the contributions of the respondent to the marriage. The appellant there had utilised funds which would have been due to the respondent for her contributions to the marriage in part payment for the property and the car.

29 Third, a rigid rule that "[a]ny asset acquired after the date of the [interim judgment] should not be considered a matrimonial asset to be distributed between the parties" (as suggested in *AJR v AJS* at [4]) is inconsistent with the Court of Appeal's views in *Yeo Cheong Lin* that: (a) the court has a broad discretion to apply any date *before final judgment* as the operative date for the division of matrimonial assets to secure a just result; and (b) the court should be sensitive to the facts of each case in exercising the said discretion. Finally, it must be borne in mind (as observed by the Court of Appeal in *Yeo Chong Lin* observed at [36]) that "[u]ltimately, the adoption of an operative date or dates may not really be as critical as compared to arriving at a just and equitable division."

30 Counsel for the defendant urged me to adopt 30 June 2012 as the Operative Date for the following reasons: [\[note: 3\]](#)

- (a) the defendant had been looking after the children and household even after the parties separated, and this allowed the plaintiff to concentrate on his career in Singapore and then Hong Kong;
- (b) the defendant had provided the plaintiff many opportunities to progress at the early stages of the marriage, and the defendant should be adequately compensated for this;
- (c) the defendant had sacrificed her own career to become a housewife and moved to Asia to allow the plaintiff to progress at work; and
- (d) the pool assets accumulated by the parties was relatively small and the salaries and bonuses of the plaintiff had to be added to secure the defendant's financial needs in the future.

31 As in the case of *Tianzon*, I noted that the defendant continued to be responsible for the welfare of the children even after the breakdown of the marriage and Interim Judgment which, *inter*

*alia*, enabled the plaintiff to concentrate on his work and hence accumulate cash from his salaries and bonuses (see [46] below). I was of the view that the indirect contributions of the defendant as described had to be recognised. Therefore, applying the principle derived in *Tianzon* and *Oh Choon* at [13]), I decided that the Operative Date should be 30 June 2012. Hence, the amount of cash savings accumulated from the plaintiff's salaries and bonuses up to 30 June 2012 was subject to division as a matrimonial asset acquired during the marriage.

### **MA Pool Issue 2: The Turunc property**

32 The plaintiff objected to the Turunc property being included in the pool of matrimonial assets. His contention was that it belonged to his mother and was registered in her name. [\[note: 4\]](#) In support of his objection, he adduced a piece of paper that he alleged to be a title deed of the Turunc property to show that it was registered under his mother's name in June 2004. [\[note: 5\]](#) The plaintiff argued that the defendant was made redundant in 2003 and would not have had money to pay for the Turunc property.

33 The defendant, on the other hand, contended that the Turunc Property was a matrimonial asset as it was funded by the parties. Her case is that the property was purchased in February 2003. Initially, she argued that she had funded the property entirely with no contribution from the plaintiff. [\[note: 6\]](#) She subsequently produced a home loan application form to show that she applied for an additional mortgage on her property in London with Cheltenham & Gloucester to, *inter alia*, purchase a holiday home. [\[note: 7\]](#) She adduced bank statements that evinced the receipt of £40,000 in relation to that additional mortgage, and the subsequent transfer of an amount exceeding £20,000 to the plaintiff's mother. [\[note: 8\]](#) Additionally, the defendant was able to show statements that proved further disbursements of £36,000 to the plaintiff's mother and a Turkish account by the parties. [\[note: 9\]](#)

34 Given the evidence adduced by the defendant, I was satisfied that the Turunc property belonged to the parties not only because the funds to finance its purchase came from the additional mortgage taken by the defendant, but also because both parties serviced the mortgage repayments in relation to this loan. [\[note: 10\]](#) This would mean that the Turunc property was a matrimonial asset within the meaning of s 112(10)(b) of the Act, as it was acquired by the parties "during the marriage".

### **Division of matrimonial assets**

#### *The matrimonial assets*

35 The total pool of matrimonial assets of the parties as of 30 June 2012 was valued at \$1,475,809.24. The parties agreed that the value of the pool of matrimonial assets should be rounded up to \$1,476,000.00 for the purposes of the division. The assets of the parties included a property in Glasgow, four properties in Turkey (together, "the Glasgow and Turkish Properties"), funds in various bank accounts and other assets. For convenience, I have set out the assets of the parties in the table below.

Pool of matrimonial assets as of 30 June 2012		
Class of asset	Description	Value (as of 30 June 2012)



<b>Property</b>	Glasgow Flat	\$232,464.10
	Turkish Property 1	\$64,728.90
	Turkish Property 2	\$56,286.00
	Turkish Property 3	\$61,914.60
	Turunc Property	\$70,357.50
<b>Bank and CPF accounts</b>	17 Accounts (see Annex 1 for an itemised breakdown)	\$938,659.76
<b>Car</b>	Toyota Fortuner	\$42,000.00
<b>Others</b>	Paintings, jewellery and shares (see Annex 2 for an itemised breakdown)	\$9,398.37
<b>Total</b>		<b>\$1,475,809.24</b>

### *Judicial approach*

36 In *Lock Yeng Fun v Chua Hock Chye* [2007] 3 SLR(R) 520 ("*Lock Yeng Fun*"), the Court of Appeal recognised (at [40] and [55]) that the legislative mandate of s 112 of the Act was to treat all matrimonial assets as "community property". This notion of "community property" was, according to the Court of Appeal in *NK v NL* [2007] 3 SLR(R) 743 ("*NK v NL*") (at [20]), founded on the prevailing ideology of marriage being an equal co-operative partnership of efforts for mutual benefit.

37 Most recently, the Court of Appeal in *Chan Tin Sun v Fong Quay Sim* [2015] SGCA 2 further pointed out (at [21]) that the characterisation of a marriage as an equal co-operative partnership in *NK v NL* is supported by s 46(1) of the Act, which states "the husband and the wife shall be mutually bound to co-operate with each other in safeguarding the interests of the union and in caring and providing for the children".

38 In approaching the division of matrimonial assets, the court considers, *inter alia*, the non-exhaustive list of factors in s 112(2) of the Act set out below:

#### **Power of court to order division of matrimonial assets**

112.—(2) It shall be the duty of the court in deciding whether to exercise its powers under subsection (1) and, if so, in what manner, to have regard to all the circumstances of the case, including the following matters:

- (a) the extent of the contributions made by each party in money, property or work towards acquiring, improving or maintaining the matrimonial assets;
- (b) any debt owing or obligation incurred or undertaken by either party for their joint benefit or for the benefit of any child of the marriage;
- (c) needs of the children (if any) of the marriage;
- (d) 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 or any aged or infirm relative or dependant of either party;

(e) any agreement between the parties with respect to the ownership and division of the matrimonial assets made in contemplation of divorce;

(f) any period of rent-free occupation or other benefit enjoyed by one party in the matrimonial home to the exclusion of the other party;

(g) 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

(h) the matters referred to in section 114(1) so far as they are relevant.

39 However, as pointed out by the Court of Appeal in *Yeo Cheong Lin* (at [76]), although s 112(2) of the Act provides a non-exhaustive list of factors which a court is required to have regard in determining how the matrimonial assets are to be divided, it does not prescribe the weight which should be attributed to each factor or how each factor should be regarded *vis-à-vis* another factor. It therefore falls upon the court to adopt a multi-factorial assessment of all relevant circumstances of the case within the broad discretion conferred on it by s 112(1) of the Act to divide the matrimonial assets “*in such proportions as the court thinks just and equitable*.” This judicial approach towards the division of matrimonial assets has been referred to as the “broad brush” approach (see *NK v NL* at [68] and *Lock Yeng Fun* at [56]-[57]).

40 As noted in *Wong Kien Keong v Khoo Hoon Eng* [2014] 1 SLR 1342 (“*Wong Kien Keong*”) at [81], adopting a “broad brush” approach is pertinent and relevant in cases where: (a) there are a significant number of assets, (b) the exact financial contribution of each party to the acquisition of the assets was not fully documented by either party, and (c) there are conflicting accounts of the extent of their contributions offered by both parties.

41 There are two distinct approaches towards attributing direct and indirect contributions that were recognised by the Court of Appeal in *NK v NL* (at [30]-[33]), namely the global assessment methodology, which first required a calculation of the net value of all matrimonial assets followed by a just and equitable division in light of all the circumstances of the case, and the classification methodology, which required a separation of the matrimonial assets into classes with individual apportionments for each class.

42 In earlier versions of their written submissions, counsel for the defendant adopted the classification methodology and attempted to highlight the direct and indirect contributions of the defendant in relation to each class of asset. The plaintiff, on the other hand, urged the court not to adopt the classification methodology but instead follow the global assessment methodology as the defendant’s primary direct contributions, which were made in the early part of the marriage, were in appreciating assets (the Glasgow and Turkish Properties). The plaintiff argued that the defendant had applied the classification methodology sporadically and hence erroneously.

43 I agreed with the plaintiff that the classification methodology would not achieve a just and equitable distribution in this current case. First, it would have allowed the defendant to claim full credit for her earlier (and greater) direct financial contributions to the Glasgow and Turkish Properties whereas the plaintiff’s financial contributions after he gained full-time employment were towards family expenditure which could not be capitalised as an asset. In any case, I wish to caution that the

classification methodology should not be applied sporadically and indirect contributions have to be recognised uniformly across all assets when applying the classification methodology (*AYQ v AYR* [2013] 1 SLR 467 at [23]).

44 The debate over the methodology to be applied was no longer a live issue in the present case, as counsel for the defendant implicitly adopted the global assessment methodology in the defendant's fourth set of written submissions. [\[note: 11\]](#)

*The defendant's position on her contributions and "just and equitable" division*

45 Counsel for the defendant set out a seven-step approach towards determining the direct financial contributions of each party towards the Glasgow and Turkish Properties (see table at [35] above). [\[note: 12\]](#) This approach broadly entailed comparing the income of the parties from 2000 to 2003 and weighing them in relation to mortgage repayments. Based on this approach, it was submitted that the defendant's direct financial contributions to the Glasgow and Turkish Properties stood at 81%. It was also contended that the defendant contributed 100% of the monies in her bank accounts. [\[note: 13\]](#)

46 As far as indirect non-financial contributions were concerned, the defendant claimed that she took care of the household and all the needs of the children, albeit with the assistance of the maid. [\[note: 14\]](#) The defendant also highlighted that the plaintiff was absent from the household for about 40-45% of the time due to his work commitments and that she was the sole caregiver of children during those periods. [\[note: 15\]](#) In support of her position that she made greater indirect contributions towards the household and children, the defendant highlighted various episodes where she had to tend to the medical needs of the children and helped them with their homework without any assistance from the plaintiff. [\[note: 16\]](#) The defendant gave examples of her active involvement in the school-related activities of the children, [\[note: 17\]](#) and highlighted the efforts she took to manage the healthcare needs of the plaintiff. Lastly, it was pointed out that the defendant's indirect contributions had increased since the separation, as she had to singlehandedly managed the family, and especially so after the plaintiff relocated to live and work in Hong Kong. [\[note: 18\]](#) The boys stayed home with the defendant until they enrolled for boarding school in Malaysia. The elder son, A, went to boarding school in August 2013 and he was joined by his brother, B in September 2014.

47 A related and general theme that featured across the submissions made on behalf of the defendant was the lucrative career she had given up to become a homemaker, and it was this sacrifice of her career that allowed the plaintiff to achieve his current financial success. [\[note: 19\]](#) It was also specifically highlighted that her assistance to the plaintiff during the early years of the marriage, when the plaintiff was a student, was a factor that the court should consider under s 112(2)(g) of the Act in favour of the defendant. [\[note: 20\]](#)

48 To the defendant, her indirect contributions taken alone would justify a division of 30% to 40% of the matrimonial assets. [\[note: 21\]](#) Taken together with her direct financial contributions towards the family wealth, the defendant reckoned that an award of 65% in her favour would be a just and equitable division of the pool of matrimonial assets. [\[note: 22\]](#)

*The plaintiff's position on "just and equitable" division*

49 The plaintiff correctly recognised that the defendant did make "a fair share of direct [financial]

contributions to the parties' family". [\[note: 23\]](#) In relation to this, counsel for the plaintiff produced a table that set out the parties' income contribution to the marriage. The table showed that the defendant's income contributions to the marriage averaged between 27% to 30% and the plaintiff's income contributions correspondingly averaged between 73% and 70%. [\[note: 24\]](#) This was not surprising given that the defendant had worked full-time for nine out of 16 years of the marriage.

50 The plaintiff attempted to play down the defendant's indirect contributions instead of dealing with his own indirect contributions. It was first argued that the defendant was a "missing wife" [\[note: 25\]](#) as she was constantly depressed, acting unreasonably and did not show any concern when the plaintiff faced health issues. [\[note: 26\]](#)

51 He also contended that the defendant was "not [a] good role model and was not a supportive mother" [\[note: 27\]](#) as she was incompetent at tending to the needs of the children. He criticised the defendant for allowing the children to eat unhealthy meals and highlighted that he had to intervene in certain decisions relating to the healthcare and education of the children. [\[note: 28\]](#)

52 Lastly, it was submitted that the defendant was a poor manager of the household as she "was not cut out for housework," [\[note: 29\]](#) relied heavily on the help of a maid [\[note: 30\]](#) and allowed the house to remain untidy after the parties' relocation to Singapore. [\[note: 31\]](#)

53 In the premises, the plaintiff argued that an award of 30% of the matrimonial assets in favour of the defendant would be a fair and equitable division. [\[note: 32\]](#)

#### *Just and equitable division of matrimonial assets*

54 Notably, the parties accepted through their respective counsel that the ratios of their total respective incomes during the life of the marriage would fairly and reasonably represent as a whole their respective direct and indirect financial contributions towards the family wealth and overall welfare of the family. In short, the parties used the income contributions of each party as a proxy for the direct and indirect financial contributions of that party to the marriage. The parties were content that I accept the defendant's financial contributions to the marriage as 27% and the plaintiff's as 73%. I agreed to adopt this formulation.

55 I now turn to the non-financial contributions of the defendant to the marriage.

56 Having assessed the evidence and submissions of the parties, I was satisfied that the defendant did contribute to the household and welfare of the children especially since the plaintiff was travelling (40-45% of the time) and that she stopped working so as to focus on the family. I also found that she was able to highlight clear examples of her indirect contributions as the caregiver of the children. In this regard, her participation in the school-related activities of the children was noted.

57 As set out in s 112(2)(g) of the Act, I noted that the defendant had been both emotionally and financially supportive of the plaintiff's attempts to improve himself and his prospects in life during the early years of the marriage. Whilst the defendant was supportive of the plaintiff in the initial stages of the marriage, as observed in *Wong Kien Keong* at [91], "there comes a point in time when the [Husband's] own ability to excel in his career allowed him to reap the benefits of a successful professional career". I recognised that the plaintiff's promotions and overseas job postings were due to his own industry and ability. Recognition was, however, given to the defendant who "uprooted"

from London to live in Asia with the plaintiff so that the family could be together. The defendant had looked upon that period of time as career sacrifices that she, as the wife, had made for the marriage.

58 The defendant is 12 years older than the plaintiff. Section 112(2)(h) read with s 114(1)(d) of the Act allows me to consider the age of each party and their respective earning capacities in deciding on a just and equitable division. In this regard, I noted that the defendant was exiting a 16-year marriage at an age where she would have neither the time horizon nor employment opportunities in the financial industry to build a meaningful nest egg for her golden years.

59 Having considered the direct as well as indirect financial and non-financial contributions of the defendant which were by no means insubstantial in nature and all other circumstances of this case, I was of the view that a just and equitable division would be an equal division of the total pool of matrimonial assets valued at \$1,476,000. Hence, I awarded the defendant a share of the pool of matrimonial assets amounting to \$738,000 which would be paid to the defendant in the manner set out in [2] above.

## **Maintenance for the defendant and the children**

### ***Applicable legal principles***

60 Section 114 of the Act states that:

#### **Assessment of maintenance**

114.—(1) In determining the amount of any maintenance to be paid by a man to his wife or former wife, the court shall have regard to all the circumstances of the case including the following matters:

- (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;
- (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; and
- (g) in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage that party will lose the chance of acquiring

(2) In exercising its powers under this section, the court shall endeavour so to place the parties, so far as it is practicable and, having regard to their conduct, just to do so, in the financial position in which they would have been if the marriage had not broken down and each had properly discharged his or her financial obligations and responsibilities towards the other.

61 In *Foo Ah Yan v Chiam Heng Chow* [2012] 2 SLR 506 ("*Foo Ah Yan*"), the Court of Appeal opined at [13] that the overarching principle that undergirded an award of maintenance is that of financial preservation, which requires the wife to be maintained at a standard, which is, to a reasonable extent, commensurate with the standard of living she had enjoyed during the marriage. In *NI v NJ* [2007] 1 SLR (R) 75, VK Rajah J cautioned at [16] that the statutory directive be applied in "a commonsense holistic manner that accords with and takes into account the new realities that follow a failed marriage". The court thus seeks to apply the non-exhaustive factors in s 114(2) of the Act in a holistic and practical manner so as to deliver a just result (*Foo Ah Yan* at [15]-[16]). In each case, the court's assessment of the appropriate monthly maintenance begins with the court determining the wife's financial needs as derived from her particulars of expenditure, scaled down for reasonableness: *Quek Lee Tiam v Ho Kim Swee* [1995] SGHC 23 ("*Quek Lee Tiam*") at [16].

62 Nevertheless, it is incumbent on the former wife to wherever possible seek further employment to maintain herself. A clear articulation of this principle is found in *Quek Lee Tiam* (at [22]), where Lai Kew Chai J held that:

The other practical matter is the fact that the wife in this case is free to live her own life and her time is at her disposal. She has to exert herself, secure a gainful employment, and earn as much as reasonably possible. She should, if able, contribute to preserve her pre-breakdown lifestyle and standard of living and her reasonable contribution will reduce pro tanto the obligations of the husband.

63 In that case, Lai J's observations were made in the context of a failed marriage where the wife had "no special skill" and had applied and was unsuccessful in 178 job applications after the failure of the marriage. In *NI v NJ*, however, the wife made no attempt to seek employment and was entirely dismissive of the idea of securing gainful employment.

### ***The parties' submissions***

64 The defendant initially submitted that the plaintiff's average monthly income including bonuses from 2007 to 2012 was \$53,534 and that he had a very high earning capacity. This position was to be contrasted with defendant's earnings of \$2,500 a month as a part-time bookkeeper. [\[note: 33\]](#) During oral submissions, it was agreed that the plaintiff's average monthly income was \$36,000 per month. [\[note: 34\]](#)

65 The defendant's claim for her maintenance initially had three components: household expenses, personal expenses and holiday/travel expenses. The sum total of her monthly maintenance claim was \$18,308, a breakdown of which is as follows: (a) \$10,296 for household expenses including \$4,700 for rent (see Annex 3, Table 1 for itemised household expenses); [\[note: 35\]](#) (b) \$6,886 for her personal expenditure which included a \$3,000 contribution to her mother (see Annex 3, Table 2 for itemised personal expenses); and [\[note: 36\]](#) (c) \$1,126 as holiday/travel expenses as she needed to visit Scotland and bring the children for holidays (see Annex 3, Table 3 for itemised holiday/travel expenses). [\[note: 37\]](#)

66 Separately, the defendant insisted that the plaintiff provided her with a car. Her contention was that she had always had a car since she was 17 years old and might have to drive to the children's boarding school in Malaysia in the case of an emergency. Further, the defendant wanted a supplementary credit card with a \$10,000 limit for any medical emergencies in relation to the children. [\[note: 38\]](#)

67 In the course of the hearing, the defendant scaled down her demands. Counsel for the defendant informed the court that the defendant was prepared to accept a total of \$6,000 per month for her household expenses (Annex 3, Table 1) and personal expenses (Annex 3, Table 2) and \$1,000 per month for the travel expenses of herself and the children (Annex 3, Table 3). The defendant also claimed \$4,000 for expenses she would have to incur in relation to the children when they returned on weekends and for their school meals. [\[note: 39\]](#) She continued to press for a car and supplemental credit card for the children's medical expenses.

68 The plaintiff opposed the defendant's quantum of the maintenance as inflated. The household expenses in items 7-9, 10-21 and 23-34 of Table 1 in Annex 3 were unreasonable and unsupported by evidence. [\[note: 40\]](#) He proposed a monthly sum of \$2,700 to the defendant as maintenance for all household expenses including rental and \$1,000 as maintenance for the defendant's personal expenses. Lastly, as for the holiday/travel expenses claimed by the defendant, the plaintiff argued that this claim was irrelevant and unreasonable since the defendant's mother (who formerly lived in Scotland) had moved to Singapore to be with her daughter. In sum, the plaintiff's position was that a reasonable amount of maintenance for the defendant including all household expenses and rent would be \$3,700. [\[note: 41\]](#)

69 I need not go through Table 1 in Annex 3 given the defendant's concession during oral submissions highlighted at [67] above. As for accommodation for the defendant and the children, I did not see the plaintiff as objecting to this item in principle. The debate was focused on the quantum and that the defendant should bear half of the rental. The plaintiff's proposal was to pay \$1,500 as rent for accommodation. He was against paying \$4,700 for rent, as the defendant did not need such a big property now that the children were in boarding school. Instead, the defendant should move to a property with a \$3000 rent and that the plaintiff's responsibility was to pay half of the amount (*i.e* \$1,500). [\[note: 42\]](#)

### ***Reasonable maintenance***

70 The main thrust of the defendant's submissions summarised above was that the plaintiff was earning a handsome income and affordability was not an issue. Whilst affordability is a factor, the reasonableness of the maintenance claim has to be taken into consideration (see *Foo Ah Yan* at [19]).

71 In assessing the plaintiff's overall ability to pay, I was mindful that almost all expenses in relation to the children during the periods where they were at boarding school including their school fees, which alone amounted to \$7,250, were being borne solely by the plaintiff. He was also required to pick up school-related expenses (whether obligatory or optional).

72 A related consideration was the need for the defendant to secure employment to supplement her personal expenses. I was of the view that the defendant should seek full-time employment since the children were in boarding school in Malaysia. She should not expect to be maintained at the standard of her previous "expatriate lifestyle" (to borrow a phrase from *NI v NJ*), but should "exert herself, secure a gainful employment, and earn as much as reasonably possible" (*Quek Lee Tiam* at [22]).

73 Previously the defendant was asking for an amount in excess of \$18,000 per month for the household and her personal expenses (see Annex 3, Tables 1 and 2). However, her counsel informed this court on 29 September 2014 that the defendant had scaled down the claim to \$6,000 per month,

but she still wanted the plaintiff to pay \$1,000 a month for travel/holiday expenses (see Annex 3, Table 3).

74 Included in the claim figure of \$6,000 was a sum of \$3,000 being the defendant's contribution to her mother. I did not see any justification to make the plaintiff responsible for the expenses of his former mother-in-law who, according to the plaintiff, had her own money – a point that was not seriously disputed by the defendant.

75 I accepted the plaintiff's contention that the travel expenses (see Annex 3, Table 3) were unreasonable seeing that the defendant's mother lives in Singapore, and the defendant had not quite explained to my satisfaction the need to travel to Scotland annually. Expenses for holidays in Asia and long weekends away would be in keeping with a lifestyle that ignored the realities of a failed marriage. I also found the defendant's demand for a car to be unreasonable. Her reasons for needing a car were untenable. I also declined her request in relation to the supplemental credit card with a \$10,000 limit for the children's medical expenses as I was not disposed to add a further obligation on the plaintiff over and above his responsibility to pay for the medical insurance of the children (see [80]) below).

76 As regards accommodation and the current rental of the property, I was told that the rent was originally \$4,000 per month and that the landlord had raised the rent by an additional \$700. The defendant wanted to continue residing in the current rented property as it was also suitable for the pet dogs which they kept even before the parties separated.

77 In *NI v NJ*, VK Rajah JA cited (at [16]) *Wong Amy v Chua Seng Chuan* [1992] 2 SLR(R) 143 where MPH Rubin JC (as he then was) observed (at [40]) that the court would be minded to ensure that there is adequate provision made for the support and accommodation of the children of the marriage in exercising its discretion to determine a reasonable amount of maintenance. In the present case, I considered that the plaintiff had to provide accommodation for the defendant, the children when they return home from their boarding school and the parties' pet dogs. I therefore decided that the plaintiff should pay the rent of \$4,700 per month for the present accommodation.

78 In the premises, and taking into account all relevant circumstances, I found that \$3,000 per month for the household and personal expenses of the defendant (not including an amount for rent) and children's expenses (not including school fees, school-related expenses, medical insurance and pocket monies for the children, which I have dealt with at [80] below) was a reasonable amount.

79 I therefore awarded the defendant a monthly maintenance of \$7,700 for her personal expenses, household expenses (including rental) and expenses of the children (not including school fees, school-related expenses, medical insurance and the children's pocket money).

### ***Maintenance of the children***

80 The plaintiff was willing to maintain the children. He was prepared to pay for the following expenses of the children which formed part of the order for the children's maintenance:

- (a) the school and boarding fees of the children, which alone amounted to \$7,250, and school-related expenses of both the children as students and boarders (whether obligatory or optional).
- (b) the medical insurance for the children.
- (c) the children's monthly pocket money – \$250 to A and \$150 to B.



81 As stated earlier, it was agreed that the plaintiff's average monthly income was \$36,000 per month (see [64] above). I note that the plaintiff would have to set aside at least 42% of his average monthly income to satisfy the maintenance award made to the defendant including the school fees and children's pocket money but excluding the insurance and school-related expenses of the children. I accept the plaintiff's argument that he should be allowed to retain part of his income not only to meet his personal expenses and income tax liability but also to save some money left over every month. I was therefore of the view that any other incidental expenses in relation to the children or expenses incurred when the children return from boarding school during the holidays that were not covered by the quantum of maintenance awarded above should be borne by the defendant. After all, it is the obligation of both parents to maintain the children.

## Conclusion

82 I ordered that the parties try to distribute the matrimonial assets as of 30 June 2012 in such a manner that the defendant receives 50% of the asset pool valued at \$1,476,000. After some thought, the parties agreed to distribute the matrimonial assets in the manner set out in [2] above. The order for maintenance of the defendant and children are also set out in [2] above. I granted the parties liberty to apply to the Court. As for costs, each party was ordered to bear his/her own costs.

## Annex 1: Schedule of Bank and CPF Accounts

Bank and CPF Accounts as at 30 June 2012			
S/No.	Description	Ownership/Owner(s)	Value
1	HSBC Account No. XXX-XXXXXX-833	Joint/parties	NIL
2	HSBC Account No. XXX-XXXXXX-492	Joint/parties	NIL
3	DBS Savings Account No. XXX-X-XXX133	Joint/parties	NIL
4	Nat West Gold Advantage Account No. XXXXX910	Joint/parties	\$2,272.13
5	Nat West First Reserve Account No. XXXXX545	Sole/Wife	\$947.87
6	POSB MySavings Account No. XXX-XXX01-9	Sole/Wife	NIL
7	DBS Savings Plus Account No. XXX-X-XX827	Sole/Wife	\$7,517.49
8	Bank of Scotland Account No. XXXXX560	Sole/Wife	\$99.83
9	HSBC (SG) Account No. XXX-XXXXXXXX9-60	Sole/Husband	\$42,674.79
10	DBS Current Account No. XXX-XXXXX96-1	Sole/Husband	NIL

11	DBS (Savings Plus) Account No. XXX-X-XXX134	Sole/Husband	\$2,336.12
12	HSBC (HK) Account No. XXX-XXXXXX-833	Sole/Husband	\$38,988.86
13	Citibank Citigold Account No. XXXXXXXX251	Sole/Husband	\$217,505.64
14	DBS Autosave XXX-XXXX81-2	Sole/Husband	\$538,063.32
15	CPF Ordinary Account	Sole/Husband	\$52,470.90
16	CPF Medisave Account	Sole/Husband	\$19,104.84
17	Special Account	Sole/Husband	\$16,677.97
<b>Total</b>			<b>\$938,659.76</b>

## Annex 2: Other assets

Other assets as at 30 June 2012			
S/No.	Description	Ownership/Owner(s)	Value
1	Painting by Guy Combes	Sole/Wife	\$4,500.00
2	Jewellery	Sole/Wife	\$3,000.00
3	Santander Shares	Sole/Wife	\$593.46
4	BNP Paribas Shares	Sole/Wife	\$1,304.91
<b>Total</b>			<b>9,398.37</b>

## Annex 3: Wife's maintenance claim

**Table 1: Household expenses**

S/No.	Description	Costs/year (unless otherwise stated)	Monthly Average
1	Rent	-	\$4,700
2	Cable TV, Internet	-	\$200
3	Home telephone	-	\$85
4	Utilities	-	\$550
5	Gas	-	\$40
6	Gardener	-	\$160
7	Air-conditioning service	\$140 every 2 months	\$70

8	Minor repairs and miscellaneous costs	\$500	\$42
9	Maid's salary	-	\$550
10	Maid's levy	-	\$265
11	Maid's medical expenses	\$180	\$15
12	Maid's health insurance	\$480	\$40
13	Maid's Bonus	\$700	\$58
14	Maid's airfare	\$521 every two years	\$22
15	Maid agency fee	\$420 every two years	\$18
16	Maid's presents (birthday and Christmas)	\$250	\$21
17	Removal costs including insurance	\$5,200 every two years	\$217
18	Fees and stamp duty	\$500 every two years	\$21
19	Housing insurance	\$360	\$30
20	Eating out with family	-	\$500
21	Grocery shopping	-	\$2,000
22	Theatre tickets, cinema etc.	-	\$125
23	Vet fees, inoculations, sterilization, licenses	\$5000	\$417
24	Pest Control	-	\$150
<b>Total</b>			<b>\$10,296</b>

**Table 2: Personal expenses**

<b>S/No.</b>	<b>Description</b>	<b>Costs/year (unless otherwise stated)</b>	<b>Monthly Average</b>
1	Mobile Phone	-	\$200
2	Professional subscriptions CPD & costs (ICAEW)	\$1,600	\$134
3	Medical & dental expenses	\$4050	\$338
4	Transport & parking	\$100 per week	\$304
5	Clothes, footwear, toiletries, cosmetics, grooming etc.	\$5,400	\$450

6	Car expenditure, maintenance, insurance and taxes	\$15,000	\$1,250
7	Travel insurance (including children until they are 21 years old)	\$750	\$63
8	Medical insurance (including children until they 18 years old)	\$6000	\$500
9	Presents for family and friends	\$1,800	\$155
10	Leisure, club, gym etc. (family membership)	\$3,500	\$291.67
11	Photographic expenses	-	\$200
12	Contribution to mother	-	\$3,000
<b>Total</b>			<b>\$6,886</b>

**Table 3: Holiday/Travel expenses**

<b>S/No.</b>	<b>Description</b>	<b>Costs/year (unless otherwise stated)</b>	<b>Monthly Average</b>
1	Return trip to Scotland each summer	\$6,500	\$542
2	Week's holiday in Asia	\$5,000	\$417
3	Long weekends away	\$2000	\$167
<b>Total</b>			<b>\$1,126</b>

[\[note: 1\]](#) Plaintiff's Supplemental Submission dated 27 February 2014, p 23-24.

[\[note: 2\]](#) Plaintiff's Submissions dated 2 August 2013, p 11.

[\[note: 3\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 3-6.

[\[note: 4\]](#) Plaintiff's Submissions dated 2 August 2013, p 41.

[\[note: 5\]](#) Plaintiff's 2nd Affidavit for Ancillary Matters Hearing filed 4 October 2012, pp 26, 89-90.

[\[note: 6\]](#) Defendant's Written Submissions dated 5 August 2013, p 14.

[\[note: 7\]](#) Defendant's 3<sup>rd</sup> Affidavit for Ancillary Matters Hearing filed 20 December 2012, pp 27, 159

[\[note: 8\]](#) Defendant's 3<sup>rd</sup> Affidavit for Ancillary Matters Hearing filed 20 December 2012, pp 163-166.

[\[note: 9\]](#) Defendant's 3rd Affidavit for Ancillary Matters Hearing filed 20 December 2012, pp 163-166.

[\[note: 10\]](#) Defendant's 4<sup>th</sup> Affidavit for Ancillary Matters Hearing filed on 25 February 2014, paras 12-18.

[\[note: 11\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 22-23.

[\[note: 12\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 20-22.

[\[note: 13\]](#) Defendant's Further Submissions No. 2 dated 8 August 2013, p 17.

[\[note: 14\]](#) Defendant's Further Submissions No. 2 dated 8 August 2013, p 18.

[\[note: 15\]](#) Defendant's 3<sup>rd</sup> Affidavit for Ancillary Matters Hearing filed 20 December 2012, p 38.

[\[note: 16\]](#) Defendant's 3<sup>rd</sup> Affidavit for Ancillary Matters Hearing filed 20 December 2012, pp 42-43.

[\[note: 17\]](#) Defendant's 3<sup>rd</sup> Affidavit for Ancillary Matters Hearing filed 20 December 2012, pp 46-47.

[\[note: 18\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, p 4.

[\[note: 19\]](#) Defendant's Further Submissions No. 3 dated 11 January 2014, pp 11-12.

[\[note: 20\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 4-5.

[\[note: 21\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, p 22.

[\[note: 22\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, p 23.

[\[note: 23\]](#) Plaintiff's Submissions dated 2 August 2013, p 92.

[\[note: 24\]](#) Plaintiff's Supplemental Submission dated 27 February 2014, Annex B.

[\[note: 25\]](#) Plaintiff's Submissions dated 2 August 2013, p 83.

[\[note: 26\]](#) Plaintiff's Submissions dated 2 August 2013, p 83, 86.

[\[note: 27\]](#) Plaintiff's Submissions dated 2 August 2013, p 87.

[\[note: 28\]](#) Plaintiff's Submissions dated 2 August 2013, p 88, 89.

[\[note: 29\]](#) Plaintiff's Submissions dated 2 August 2013, p 91.

[\[note: 30\]](#) Plaintiff's Submissions dated 2 August 2013, p 91.

[\[note: 31\]](#) Plaintiff's Submissions dated 2 August 2013, p 90.

[\[note: 32\]](#) Plaintiff's Supplemental Submission dated 27 February 2014, p 52.

[\[note: 33\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, p 29.

[\[note: 34\]](#) Notes of Evidence dated 29 September 2014.

[\[note: 35\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 26-27.

[\[note: 36\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 27-28.

[\[note: 37\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, p 28.

[\[note: 38\]](#) Defendant's Further Submissions No. 4 dated 13 July 2014, pp 31-32.

[\[note: 39\]](#) Notes of Evidence dated 29 September 2014, p 6.

[\[note: 40\]](#) Plaintiff's Submissions dated 2 August 2013, pp 96-98.

[\[note: 41\]](#) Plaintiff's Submissions dated 2 August 2013, p 103.

[\[note: 42\]](#) Plaintiff's Submissions dated 2 August 2013, p 98.

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