

ASI v ASJ
[2015] SGHC 94

Case Number : Divorce (Transferred) No [AA]
Decision Date : 09 April 2015
Tribunal/Court : High Court
Coram : Chan Seng Onn J
Counsel Name(s) : Raymond Yeo (M/S Raymond Yeo) for the plaintiff; the defendant in person.
Parties : ASI — ASJ

Family Law – Matrimonial assets – Division

9 April 2015

Chan Seng Onn J:

Introduction

1 Both the plaintiff-husband, ASI ("the Plaintiff") and the defendant-wife, ASJ ("the Defendant") filed an appeal against my decision ordering:

- (a) the entire pool of matrimonial assets (excluding the matrimonial flat) to be divided such that the Plaintiff's share would be 42% and the Defendant's share would be 58%;
- (b) the matrimonial flat to be sold in the open market and the proceeds of sale less the outstanding housing loan, costs and expenses of the sale including the agent's commission to be divided in the same proportion (*ie* 42% being the Plaintiff's share and 58% being the Defendant's share) with each party to refund to their respective Central Provident Fund Board ("CPF") accounts all monies utilised by them towards the purchase of the flat with accrued interest; and
- (c) the Plaintiff to pay maintenance of \$2,800 per month for the two children of the marriage in the care and control of the Defendant.

Background facts

2 The Plaintiff and the Defendant were married in 1999 at the age of 29 and 31 respectively. Their daughter was born in May 2002. Their son was born in October 2004.

3 The Plaintiff commenced divorce proceedings on 9 February 2011 with the separation date being 7 January 2008. Interim Judgment was granted on 7 March 2011 on the ground of 3 years' separation with the Defendant's consent. As the parties were living apart since 7 January 2008, the marriage of 12 years effectively spanned 9 years from the date of marriage to the date of separation. At the time of separation, their daughter was 6 years old and their son was only 3 years old.

Financial Contributions

4 The Table below sets out the parties' respective declared income from employment for the years of assessment from 2000 to 2011. I was able to determine, with a fairly high degree of

accuracy, their respective financial contributions to the marriage in relative percentage terms during the course of their marriage till the date of Interim Judgment.

TABLE OF INCOME FROM EMPLOYMENT

Year of Assessment	Plaintiff's Employment Income	Defendant's Employment Income
2000	\$45,229	\$48,472
2001	\$73,447	\$90,995
2002	\$69,277	\$200,963
2003	\$91,809	\$180,255
2004	\$122,598	\$79,525
2005	\$152,403	\$134,640
2006	\$209,000	\$190,543
2007	\$212,300 [note: 1]	\$158,999
2008	\$215,604	\$151,843
2009	\$233,536	\$233,151
2010	\$289,696	\$189,556
2011	\$329,102	\$223,788
<u>Sub Total:</u>	\$2,044,001	\$1,882,730
<u>Relative Percentage</u>	<u>52.05%</u>	<u>47.94%</u>
	<u>Total Income of Both Plaintiff and Defendant</u>	<u>\$3,926,731</u>

5 The Table above shows that the Plaintiff contributed 52% whereas the Defendant contributed 48% of the financial contributions towards the marriage, which amounted to \$3,926,731 in total. Thus, the ratio of their financial contributions was **52%** (Plaintiff's share): **48%** (Defendant's share).

6 Essentially, the total net asset value of the entire pool of matrimonial assets accumulated during marriage of approximately \$2,126,236 (see Amended Annex A [\[note: 2\]](#) which is appended at the end of my Grounds of Decision) would be what remained of the combined financial contributions of both parties from their employment (\$3,926,731 as per the above Table) after deducting all family expenses, plus any exceptional gains from the appreciation of property assets and share investments as a result of significant upward market movements and shrewd investment decisions by the parties.

Non-financial contributions

Non-financial contributions by the Defendant

7 The Defendant is the Director of [A Company]. She worked normal office hours and would usually return home by 6.30pm. After work, she would be involved in the upbringing and development of her children. She cooked for the family during the weekends.

8 The Defendant said that she was the primary caregiver to both children. She attended to them when they were sick or in need. She would often rush home after work to look after the children including night feeds and changing of diapers, etc. As her daughter had a tendency to roll in bed during her sleep, the Defendant slept on a mattress on the floor. Both children had been sleeping with the Defendant for the last 7 years. She would usually wake up in the course of the night to ensure that the blanket adequately covered them so that they would not catch a cold.

9 She ensured that the children ate nutritional, well balanced food and that fresh fruits and vegetables were a part of their daily diet. She bought good fish such as threadfin and cod fish which was made into healthy meals enjoyed by the children. She, together with her mother, taught the domestic helper to cook healthy and nutritious meals.

10 To strengthen the immune system of the children, the Defendant would buy various Chinese herbs and ingredients to make soup and tonics. She would ensure that the children drank enough water.

11 She also shopped for the children's clothes herself to ensure that they wore comfortable and sensible attire.

12 When the children were sick, she was the one who usually took them to the paediatrician. She attended to other ailments and medical issues concerning the children. She also taught the children how to practise good personal hygiene.

13 She practised writing with the children from a young age. She would sit down with the children to watch educational programmes and cartoons on DVDs. She attended the children's school functions, curriculum briefings and events. She volunteered and participated in school events such as cheer leading, stage performances and science field trips.

14 Since February 2011, she took on a less demanding job at [A Company] and her travels were cut down very substantially so that she could spend more quality time with her children. She inculcated them with the right values, manners and discipline.

15 She fetched the children home after their Co-Curricular Activities. She enrolled the children in enrichment classes. She rehearsed with the elder daughter for her parts in Speech and Drama classes so that she could develop good communication and creative skills.

16 She would bring the children every Saturday to her mother's home to interact and meet with their aunties, cousins and grandmother. The children bonded very well with their cousins. They often played together, listened to music, watched television and went shopping and on outings together.

17 I recognised that there was a domestic helper engaged after the first child was born. To the extent that the domestic helper assisted with the domestic chores, which might otherwise have been performed by the Defendant, the Defendant could not claim such domestic chores performed by the domestic helper as part of her own non-financial contributions, which she had not in fact done.

Non-financial contributions by the Plaintiff

18 As the retail sales and marketing director with [B Company], the Plaintiff also worked normal office hours.

19 The Plaintiff's parents moved to Singapore, resided with the parties and assisted with the care of the children since their birth until they moved out of the parties' matrimonial home in 2007.

20 The Plaintiff's parents contributed significantly to the up-bringing of the children when both parties were working. They prepared the daily meals for the children, fetched them to their pre-school and kindergarten and assisted them with their homework. When they were taking the school bus, the Plaintiff's parents waited with the children until they boarded the school bus and waited for the children when they returned home via the school bus. They also supervised the domestic helper. When the children were sick, the Plaintiff's parents brought them to the doctor during the parties' working hours. During the children's non-school days and during the parties' hours of work, the Plaintiff's parents would bring the children out to shops and game arcades, and also to have meals at the children's favourite restaurants.

21 According to the Plaintiff, even when his parents were no longer staying at the matrimonial flat, they would still call at the matrimonial home every day in the morning to help in providing care for the children until the Defendant imposed her own conditions as to when they could call at the home.

22 In my view, the Plaintiff could not claim as his own non-financial contributions, those non-financial contributions of his parents in caring for and bringing up his children. To extent that his parents had relieved the Defendant of those aspects of the non-financial contributions that would otherwise have been undertaken by the Defendant, I accepted that the Defendant similarly would not be able to claim them as her own non-financial contributions, which in any case, the Defendant did not.

23 The Plaintiff said that he would also attend to the children when they were sick. When the Plaintiff returned home after work, he would take over the supervision and care of the children and would also oversee their studies. Furthermore, the Defendant relied on the Plaintiff and his parents to look after the children whenever she travelled out of Singapore.

24 According to the Defendant, the Plaintiff was often at the Westcove Condominium together with his parents, aged 79 years (father) and aged 73 years (mother) on weekends. I assumed that the Plaintiff would have brought the children with him to his parents' home so that the children could interact with their grandparents. I regarded this to be an integral and important part of the children's upbringing. As such, the Plaintiff's effort in bringing his children regularly to their grandparents' home counted towards his non-financial contributions.

25 The Plaintiff claimed that his involvement with the children exceeded that of the Defendant. His employment enabled him to work outside the office premises and spend more time at home. Hence, he asserted that he played an active role in the children's lives and their well-being. However, the Plaintiff did not provide sufficient details to show how his own non-financial contributions had exceeded those of the Defendant.

Determining the ratio for the non-financial contributions

26 Taking into account the nature and extent of their respective non-financial contributions as set out at [7]–[25] above and having regard to all the circumstances of the case including the specific non-financial contribution items identified in s 112(2) of the Women's Charter (Cap 353, 2009 Rev Ed), I decided on a broad basis that the respective shares for the non-financial contributions would be in

the ratio 30% (Plaintiff's share): 70% (Defendant's share). Having regard to the fact that the children were with the Defendant from the time of their separation, when their daughter was 6 years old and their son was only 3 years old, it reinforced my view that the Defendant's indirect contribution for the whole period of the marriage (including the period of separation) until the time of the Interim Judgment was on the whole more significant than the Plaintiff's.

Determining the "single overall ratio" to be used for division of matrimonial assets

27 In order to divide the pool of matrimonial assets between the two parties, I derived a "single overall ratio" which was just and equitable, having regard to the nature and extent of their respective financial and non-financial contributions in the course of the whole marriage till the date of the Interim Judgment and also to any other relevant factors outside of these contributions which the parties wished the court to consider. Apart from the financial and non-financial contributions set out earlier, the parties had not submitted to the court any other relevant matters to be considered for the purpose of division of the matrimonial assets. As such, I only considered the financial and non-financial contributions made by the respective parties towards the marriage in order to determine the just and equitable "single overall ratio" to apportion the matrimonial assets between them.

28 The ratio of their financial contributions was determined to be 52% (Plaintiff's share): 48% (Defendant's share) (see [5] above). I broadly assessed their respective non-financial contributions to be in the region of 30% (Plaintiff's share): 70% (Defendant's share) (see [26] above).

29 Accordingly, the Plaintiff provided a slightly larger share of 52% of the total financial contributions but a much smaller share of 30% of the total non-financial contributions. It must have followed that the "overall single ratio" for the Plaintiff's share to be used for the division of the entire pool of matrimonial assets fell somewhere between 52% and 30%. What that "overall single ratio" turned out to be depended on the relative weightage or relative importance placed on the financial and non-financial contributions.

30 If I had treated both the financial and non-financial contributions to be of equal importance or of equal weightage, then the "single overall ratio" would have simply been the average of the two percentages 52% and 30%, and the Plaintiff's share of the pool of matrimonial assets would amount to 41%.

31 As for the Defendant, she provided nearly half or 48% of the total financial contributions but a substantially higher share of 70% of the total non-financial contributions. Similarly, it must have followed that the overall single ratio" for the Defendant's share to be used for the division of the entire pool of matrimonial assets fell somewhere between 48% and 70%, and where it actually fell depended, again, on the relative weightage or relative importance placed on the financial and non-financial contributions. It also had to follow that the relative weightage placed on the financial and non-financial contributions of the Plaintiff, had to be applied here for consistency in division. It would be logically and mathematically inappropriate to have two different ratios to reflect the relative importance of the financial and non-financial contributions, one for the Plaintiff and one for the Defendant.

32 Similarly, if I had treated both the financial and non-financial contributions of the Defendant to be equally important or of equal weightage, then the "single overall ratio" would have simply been the average of the two percentages 48% and 70%, and the Defendant's share of the pool of matrimonial assets would amount to 59%.

33 After considering all the circumstances of this case, I decided to award the Plaintiff a 42%

share and the Defendant a **58%** share of the entire pool of matrimonial assets. In my view, this would be a just and equitable division having regard to the extent of their relative financial and non-financial contributions from the date of marriage to the date of Interim Judgment.

Pool of Matrimonial Assets

34 Both parties agreed to accept the date of Interim Judgment as the "relevant date" to determine the pool of matrimonial assets and to assess the net asset value of each asset in the pool for the purpose of division. Both parties had minimal assets at the commencement of their marriage but by the time of Interim Judgment, a substantial pool of matrimonial assets had been accumulated.

35 The matrimonial assets are set out at the first column of Amended Annex A. Apart from the "Westcove Condo", "Scala Condo" and "Notional Loan \$13,988" (shaded in green in Amended Annex A), the parties managed to agree on the net asset values for the remaining items in the pool as set out in the second column of Amended Annex A.

36 Parties also agreed on the items that they wished to keep for themselves and these are shown under the respective columns in Amended Annex A under the heading "Husband takes" and "Wife takes". After some discussion, the parties decided not to include the Defendant's Omega watch, valued at \$1,200, in the matrimonial pool for the purpose of division. It was thus left out of the column "Wife Takes" in Amended Annex A.

37 The parties further agreed that their matrimonial home, being their HDB Flat at Clementi Avenue 2, with an estimated net asset value of \$494,200, was to be sold in the open market and the net proceeds (before CPF refunds) were to be distributed in accordance with the "single overall ratio" as determined. Thereafter, the parties would refund their own CPF accounts from their respective share of the matrimonial assets.

Plaintiff's share in the Westcove Condominium

38 The Plaintiff and his parents purchased a property at Westcove Condominium at West Coast Crescent in March 2007 for \$530,000. A bank loan of \$424,000 was taken up and secured by way of a mortgage on the property.

39 The Plaintiff's parents had sold their property in Malaysia for RM490,000 (or approximately S\$214,442) and used \$150,000 of those sale proceeds to invest in and pay for part of the purchase price of the apartment at Westcove Condominium. The Plaintiff claimed that his parents had additionally contributed to the cost of furnishing the apartment and had paid the monthly maintenance. In my view, since his parents were staying rent-free in this apartment in which both the Plaintiff and his parents regarded as their joint investment, the contributions of his parents towards the monthly maintenance and upkeep of this apartment, including his parents' purchase of furniture for their own use should not count towards his parent's capital outlay for their share of the investment in the apartment. In my view, only contributions towards the initial purchase price of the flat, mortgage payments and cost of renovations (excluding the cost of purchase of furniture and lighting) which enhanced the value of the property itself counted towards their respective share of the investment in the apartment. Accordingly, the total relevant financial contribution towards the purchase of the property by the Plaintiff's parents was limited to \$150,000.

40 I then computed the Plaintiff's financial contribution towards the purchase of the property during the course of the marriage, which I had essentially regarded as a property investment funded from the matrimonial assets. The parties disputed the extent to which matrimonial assets were used

for the purchase of the property because it affected the share of the net asset value of the property that had to be clawed back into the pool of matrimonial assets for the purpose of division.

41 The Plaintiff withdrew \$79,500 from his CPF account and \$39,500 in cash from his bank account to pay for part of the purchase price of the Westcove Condominium. Furthermore, the Plaintiff paid the monthly mortgage of \$1,033 per month for 4 years from March 2007 (*ie* the date of purchase of the property) till the date of Interim Judgment in March 2011 (*ie* the "relevant date"). This meant that he had made a further capital investment of approximately \$50,000 [\[note: 3\]](#) in the property.

42 The Plaintiff said that he contributed another \$61,975.95 towards the furniture, fittings and renovations. The Defendant disputed this and produced a detailed account of the expenditure by the Plaintiff, which showed a slightly higher total of \$65,290. I accepted account provided by the Defendant. I attempted to ascertain the items that were specifically for the actual renovations of the property, which I considered to be the Plaintiff's capital contribution towards the investment in the apartment. I considered the Plaintiff's purchase of furniture and lightings for his parents' use to be in the nature of a "loan" given to his parents from monies taken out from the pool of matrimonial assets. Furniture and lightings were not to be regarded as the Plaintiff's capital investment in the property as they did not enhance the capital value of the property. I found that the renovations which enhanced the capital value of the property amounted to \$51,302, whereas the furniture and lightings, which would not have enhanced the capital value of the property, amounted to \$13,988. As explained, this amount of \$13,988 would be regarded as an outstanding loan which had not been repaid by the Plaintiff's parents. As such, this outstanding loan was added back to the pool of matrimonial assets under "Notional loan \$13,988" shaded in green in Amended Annex A.

43 The renovation cost of \$51,302 would however be treated as part of the Plaintiff's capital investment in the Westcove Condominium funded from the matrimonial assets, for which a proportional share of the net asset value of the property would have to be added to the pool of matrimonial assets for division. I computed the value of this share as follows.

44 The Plaintiff's total contribution towards the purchase price and the enhancement to the capital value of the property amounted to \$220,302 (*ie* CPF of \$79,500 + Cash of \$39,500 + mortgage payments of approximately \$50,000 + renovation cost of \$51,302 = \$220,302). On the other hand, his parents' total contribution towards the purchase price was only \$150,000. The ratio of capital contributions was thus 59.5% (Plaintiff's share) [\[note: 4\]](#): 40.5% (Plaintiff's parent's share) [\[note: 5\]](#).

45 The parties agreed to a valuation of \$1,000,000 for the Westcove Condominium. The outstanding bank loan as of the "relevant date" was \$354,471. Hence the net asset value was \$645,529 [\[note: 6\]](#).

46 59.5% of the Plaintiff's share in the net asset value of the property of \$645,529 amounted to \$384,090 [\[note: 7\]](#). Thus, this amount of **\$384,090** would have to be included in the pool of matrimonial assets (see the "Net Asset Value on Distribution Date" for the "Westcove Condo" highlighted in green in Amended Annex A).

Defendant's share in the Scala Condominium

47 The Scala Condominium at Serangoon Avenue 3 was purchased in September 2010 by the Defendant together with her brother and sister. The Defendant is the registered owner of this property. The purchase price was \$980,000. Including the expenses and outgoings with respect to the purchase, the outlay for the purchase of the Scala Condominium totalled about \$998,400.

48 To finance the purchase, a bank loan of \$798,720 was taken. The Defendant withdrew \$149,760 from her CPF account to help pay for the purchase. In addition, there was an initial cash payment of \$49,920, of which she contributed \$29,920, and her brother and sister each contributed \$10,000. The Defendant also paid for the monthly mortgage payment of \$1,300 per month for 6 months until the "relevant date" in March 2011, which amounted to \$7,800 in total. Having regard to the amount contributed by the Defendant of \$187,480 (ie CPF withdrawal of \$149,760 + cash outlay of \$29,920 + mortgage payment of \$7,800 = \$187,480) on the one hand, and the \$20,000 cash contribution by the Defendant's siblings towards the purchase on the other, the proportional share of the Scala Condominium would be 90% [\[note: 8\]](#) (Defendant's share):10% [\[note: 9\]](#) (Sibling's share).

49 The parties agreed on the open market valuation of \$1,000,000 for the Scala Condominium to calculate the net asset value of the property for the purpose of division. As with the Westcove Condominium, the parties very sensibly dispensed with and saved the cost of getting an open market valuation by an independent qualified valuer for the Scala Condominium.

50 With an outstanding loan of \$790,920 as of the "relevant date", the net asset value was \$209,080. Since the Defendant's share of the Scala Condominium was estimated at 90%, the amount to be added to the pool of matrimonial assets would be \$188,172 (ie \$209,080 × 90% = \$188,172) to take account of the fact that the Defendant had similarly used matrimonial assets to fund the investment in the Scala Condominium prior to the "relevant date". Accordingly, her share in this property, valued at a net asset value of **\$188,172**, must be added to the pool of matrimonial assets (see the "Net Asset Value on Distribution Date" for the "Scala Condo" shaded in green in Amended Annex A.)

51 I observed that the Scala Condominium property did not appreciate much since the market valuation agreed by the parties was \$1,000,000 and the actual purchase price was \$980,000. The amount from the matrimonial assets used by the Defendant to purchase her share of this property was **\$187,480** and after all the calculations, the amount of her share of the property to be clawed back into the pool of matrimonial assets was **\$188,172**. Since there was hardly any appreciation in the value of the property, the claw back to the pool of matrimonial assets for the purpose of division would be about the same as the amount from matrimonial assets initially invested in that property (as borne out by the two figures in bold underline above). That made obvious sense to me and demonstrated to some extent that the method of calculation adopted was grounded in sound logic.

52 By way of comparison, the Westcove Condominium appreciated significantly. Its purchase price was only \$530,000. Its open market valuation, however, was agreed at \$1,000,000 giving rise to a net appreciation of close to \$470,000. As a consequence, the claw back to the pool of matrimonial assets calculated to be \$384,090 must necessarily be greater than the initial capital outlay which came from the matrimonial assets for this property investment by the Plaintiff, which was approximately \$220,302 (see [38]-[46] above for the calculations to derive the figures).

Maintenance for the wife and children

53 The parties informed me that the present annual gross incomes of the Plaintiff and Defendant were about \$330,000 and \$180,000 [\[note: 10\]](#) respectively. Accordingly, the ratio of the Plaintiff's present income to the Defendant's present income was 65%:35%. It would be fair in this case for the parties to contribute towards the expenses of their children in proportion to their respective incomes. I decided that the Plaintiff would contribute 65% while the defendant would bear the remaining 35% of the children's maintenance.

54 I allowed the following for the children's monthly maintenance:

Children's share of food, groceries and sundry items	\$933
Children's share of the cost of the domestic helper	\$465
Children's share of the utilities and gas	\$200
Children's share of Cable TV and internet	\$167
Children's share of costs of repair to the flat	\$133
Daughter's school allowance	\$100
Daughter's school bus	\$100
Daughter's tuition in mathematics and science	\$592
Daughter's public transport costs	\$100
Daughter's school books, stationery and uniform	\$50
Daughter's general medical and dental fees	\$20
Daughter's clothing, bags, shoes etc	\$30
Daughter's grooming	\$20
Daughter's toiletries	\$20
Son's school allowance	\$100
Son's school bus fees	\$100
Son's tuition in mathematics and science	\$310
Son's tuition in Chinese	\$480
Son's public transport costs	\$100
Son's school books and stationery	\$30
Son's uniform	\$20
Son's general medical and dental fees	\$20
Son's clothes	\$30
Son's supplements and vitamins	\$10
Son's grooming	\$10
Son's toiletries	\$5
TOTAL	\$4,145

55 Accordingly, the Plaintiff would have to pay 65% of the total cost of maintenance for both children estimated at \$4,145. This would amount to \$2,694 [\[note: 111\]](#) per month. I decided to increase the amount slightly because there could be other unforeseen items of expenditure. I thus ordered the Plaintiff to pay \$2,800 per month as his share of the maintenance of the children under the care and

control of the Defendant with effect from the date of the Interim Judgment. This amount would be reduced appropriately due to any previous interim maintenance payments paid to the Defendant by the Plaintiff.

56 I ordered no maintenance for the Defendant as she was gainfully employed.

Conclusion

57 Following my determination of the "single overall ratio" of **42%** (Plaintiff's share): **58%** (Defendant's share) for the division of the entire pool of matrimonial assets, I made some consequential orders (see [59]–[62] below) to facilitate the implementation of the actual division.

58 I would again echo my views set out in *Teh Kah Weng David v Chow Lai Meng Nina* [2015] SGHC 84 at [57]. In general, parties should co-operate and complete the division of matrimonial assets in accordance with the "single overall ratio" as expeditiously as possible. The court should only be used as a last resort for the rather tedious administrative process of implementing the division. Parties should decide quickly which items of matrimonial property the respective parties would like to keep for themselves and the agreed valuation for such items, and which items should be sold and the net sale proceeds divided in accordance with the "single overall ratio".

59 As both parties agreed to have the HDB matrimonial flat sold, I ordered that the HDB matrimonial flat be sold on the open market. The net sale proceeds before any CPF refunds, but after repayment of the outstanding mortgage and interest, costs and expenses relating to the sale including agent's commission, were to be divided in the same proportion as the "single overall ratio", *ie* **42%** to the Plaintiff and **58%** to the Defendant.

60 The "single overall ratio" of **42%** : **58%** for the purpose of division is to be similarly applied to the rest of the matrimonial assets with the net asset values as set out at the first and second columns respectively in Amended Annex A. The Microsoft Excel spreadsheet facilitates the distribution exercise and readily computes the set-off needed to achieve the matrimonial asset distribution in the "single overall ratio" fixed at **42%** : **58%** .

61 The item "Notional Loan \$13,988" was mistakenly placed under the column "Husband Owes Wife \$" in Annex A (which was printed and given to the parties immediately at the conclusion of the hearing) when it should have been placed under the column "Husband Takes", and the rectified version is in Amended Annex A. Thus, the amount that the Plaintiff had to pay the Defendant was re-calculated in Amended Annex A to be **\$497,084** , which is lower by \$1,047 than the earlier erroneous figure of \$498,131 provided in Annex A.

62 The sum of **\$497,084** would be the amount of set-off that would allow the parties to keep the items of matrimonial properties that each desired to retain and yet achieve the "single overall ratio" of **42%** : **58%** for the division of the entire pool of matrimonial assets. In sum, to implement the division of the matrimonial assets, the Plaintiff would thus have to pay **\$497,084** to the Defendant.

AMENDED ANNEX A						
ITEMS OF MATRIMONIAL ASSET AS AT "RELEVANT DATE"	NET ASSET VALUE ON DISTRIBUTION DATE	HUSBAND TAKES	HUSBAND OWES WIFE \$	WIFE TAKES	WIFE OWES HUSBAND \$	Husband's % Wife's % =
HERI Flat (to be sold and proceeds distributed)	\$ 494,200		\$ -		\$ -	42
Westcoast Condo	\$ 384,090	\$ 384,090	\$ -	\$ 222,772	\$ -	58
Car of Husband	\$ 12,654	\$ 12,654	\$ -	\$ 7,339	\$ -	
Husband's insurance policy	\$ 69,170	\$ 69,170	\$ -	\$ 40,119	\$ -	
Shares of Husband	\$ 252,312	\$ 252,312	\$ -	\$ 146,341	\$ -	
Unit Trusts	\$ 42,189	\$ 42,189	\$ -	\$ 24,470	\$ -	
Husband's bank account	\$ 129,080	\$ 129,080	\$ -	\$ 74,825	\$ -	
CPI of husband	\$ 219,853	\$ 219,853	\$ -	\$ 127,051	\$ -	
Watches with 40%depreciation	\$ 8,839	\$ 8,839	\$ -	\$ 5,127	\$ -	
Warren Social membership	\$ 732	\$ 732	\$ -	\$ 425	\$ -	
Calbank pool account	\$ 50,000	\$ 50,000	\$ -	\$ 29,000	\$ -	
Scale Condo	\$ 188,172	\$ -	\$ -	\$ 188,172	\$ 79,032	
Wife's CPI	\$ 159,823	\$ -	\$ -	\$ 159,823	\$ 66,790	
Wife's insurance policy	\$ 26,648	\$ -	\$ -	\$ 26,648	\$ 12,032	
Wife's bank account	\$ 11,618	\$ -	\$ -	\$ 11,618	\$ 4,680	
Wife's shares	\$ 61,340	\$ -	\$ -	\$ 61,340	\$ 25,763	
Omega Watch (left out of asset list by consent)	\$ 1,200	\$ -	\$ -	\$ -	\$ -	
Referral Loan \$13,988	\$ 13,988	\$ 13,988	\$ 8,113	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
GRAND TOTAL	\$ 2,126,236	\$1,182,035	\$ 685,580	\$ 448,801	\$ 188,496	
NETTING OFF: TO SETTLE THE DISTRIBUTION, HUSBAND HAS TO PAY WIFE CASH C \$ 497,084						
ULTIMATELY, HUSBAND RECEIVES A TOTAL SHARE OF \$ 684,951 42%						
ULTIMATELY, WIFE RECEIVES A TOTAL SHARE OF \$ 945,885 58%						
GRAND TOTAL IS	\$ 1,630,836					

ANNEX A						
ITEMS OF MATRIMONIAL ASSET AS AT "RELEVANT DATE"	NET ASSET VALUE ON DISTRIBUTION DATE	HUSBAND TAKES	HUSBAND OWES WIFE \$	WIFE TAKES	WIFE OWES HUSBAND \$	Husband's % Wife's % =
HERI Flat (to be sold and proceeds distributed)	\$ 494,200		\$ -		\$ -	42
Westcoast Condo	\$ 375,766	\$ 375,766	\$ -	\$ 217,945	\$ -	58
Car of Husband	\$ 12,654	\$ 12,654	\$ -	\$ 7,339	\$ -	
Husband's insurance policy	\$ 69,170	\$ 69,170	\$ -	\$ 40,119	\$ -	
Shares of Husband	\$ 252,312	\$ 252,312	\$ -	\$ 146,341	\$ -	
Unit Trusts	\$ 42,189	\$ 42,189	\$ -	\$ 24,470	\$ -	
Husband's bank account	\$ 129,080	\$ 129,080	\$ -	\$ 74,825	\$ -	
CPI of husband	\$ 219,853	\$ 219,853	\$ -	\$ 127,051	\$ -	
Watches with 40%depreciation	\$ 8,839	\$ 8,839	\$ -	\$ 5,127	\$ -	
Warren Social membership	\$ 732	\$ 732	\$ -	\$ 425	\$ -	
Calbank pool account	\$ 50,000	\$ 50,000	\$ -	\$ 29,000	\$ -	
Scale Condo	\$ 188,172	\$ -	\$ -	\$ 188,172	\$ 79,032	
Wife's CPI	\$ 159,823	\$ -	\$ -	\$ 159,823	\$ 66,790	
Wife's insurance policy	\$ 26,648	\$ -	\$ -	\$ 26,648	\$ 12,032	
Wife's bank account	\$ 11,618	\$ -	\$ -	\$ 11,618	\$ 4,680	
Wife's shares	\$ 61,340	\$ -	\$ -	\$ 61,340	\$ 25,763	
Omega Watch	\$ 1,200	\$ -	\$ -	\$ -	\$ -	
Referral Loan \$13,988	\$ 13,988		\$ 13,988	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
GRAND TOTAL	\$ 2,117,912	\$1,159,724	\$ 686,628	\$ 448,801	\$ 188,496	
NETTING OFF: TO SETTLE THE DISTRIBUTION, HUSBAND HAS TO PAY WIFE CASH C \$ 498,131						
ULTIMATELY, HUSBAND RECEIVES A TOTAL SHARE OF \$ 661,592 42%						
ULTIMATELY, WIFE RECEIVES A TOTAL SHARE OF \$ 946,932 58%						
GRAND TOTAL IS	\$ 1,608,525					

[note: 1] This figure is based on the average of the income earned for 2006 and 2008 as the information on the income for 2007 was not available.

[note: 2] The new Amended Annex A replaces the Annex A given to the parties immediately at the conclusion of the hearing which contained two errors. Both annexes are appended at the end of my Grounds of Decision.

[note: 3] $\$1,033 \text{ pm} \times 4 \text{ years} \times 12 \text{ months} = \$49,584$

[note: 4] $\$220,302 \div (\$220,302 + \$150,000) = 59.5\%$

[note: 5] $\$150,000 \div (\$220,302 + \$150,000) = 40.5\%$

[note: 6] $\$1,000,000 - \$354,471 = \$645,529$.

[note: 7] There was a calculation error in Annex A (which is appended at the end of my grounds of decision) where the wrong figure of \$375,766 was used as the Net Asset Value on Distribution Date for the West Coast Condo. This has been corrected to \$384,090 in Amended Annex A.

[note: 8] $\$187,480 \div (\$187,480 + \$20,000) = 90.36\%$

[\[note: 9\]](#) $\$20,000 \div (\$187,480 + \$20,000) = 9.64\%$

[\[note: 10\]](#) The Defendant's annual income for the Year of Assessment 2012 was \$178,888.

[\[note: 11\]](#) $\$4,145 \times 0.65 = \$2,694$

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