

AQB v AQC
[2015] SGHC 29

Case Number : Divorce Transfer No 1866 of 2010
Decision Date : 29 January 2015
Tribunal/Court : High Court
Coram : Tan Siong Thye J
Counsel Name(s) : Yap Teong Liang (T L Yap Law Chambers LLC) for the plaintiff; Adriene Cheong and Ho Chee Jia (Harry Elias Partnership LLP) for the defendant.
Parties : AQB — AQC

Family Law – custody – access

Family Law – maintenance – wife

Family Law – maintenance – child

Family Law – matrimonial assets – division

29 January 2015

Judgment reserved.

Tan Siong Thye J:

Introduction

1 This case concerns a short seven year marriage between the plaintiff-husband (“the husband”) and the defendant-wife (“the wife”). This marriage is the second marriage for both of them and they have one child together (“the child”). They are contesting the access arrangements to the child, the maintenance for the wife and the child, and the division of their matrimonial assets.

The background facts

2 The husband is currently 54 years old and is a Consultant Orthopaedic Surgeon. The wife is currently 48 years old. She is a partner of a sports company and also owns her own realty business. They were married on 25 September 2002. The child is presently 11 years old.

3 In November 2006, the parties started living apart from each other. On 19 April 2010, the husband commenced divorce proceedings against the wife on the ground that the marriage had broken down irretrievably as shown by the fact that they had lived separately for a continuous period of three years since 2006. The wife consented to the divorce. Interim judgment was granted on 7 June 2010.

The issues

4 The following ancillary matters arise for my consideration:

(a) the access arrangements of the child to the husband;

- (b) the maintenance of the child and the wife; and
- (c) the division of the matrimonial assets.

5 I shall deal with these issues accordingly.

Access

6 Both parties are in agreement that there should be joint custody of the child, with care and control to the wife. The only disagreement pertains to the access arrangements to the child.

The parties' submissions

7 The husband seeks to obtain a specific access order from the court. His view is that the wife had previously hindered him from seeing the child and therefore he is seeking to obtain access to the child at certain specific times.

8 The wife submits that a general order on reasonable access without specifics will suffice as she has been cooperative in granting the husband access to the child. She insists that they are sufficiently mature and can discuss access issues in a "civil and adult manner for the sake of the child." [\[note: 1\]](#)

My decision

9 It appears that what the parties cannot agree on is the type of access the husband should get. The wife wants a more flexible arrangement while the husband prefers a more scheduled and structured timing for access.

10 There are merits with respect to both proposals. On the evidence, it appears that there are instances where the parties have managed to work out access arrangements in a civil manner. For instance, on 12 September 2013, the husband wrote to the wife's solicitors seeking the wife's permission to have access to the child so as to bring him overseas to Bali from 25 November 2013 to 1 December 2013. [\[note: 2\]](#) The wife accommodated his request on the condition that the husband provided her certain details about the trip. [\[note: 3\]](#) There is also evidence to suggest that they managed to accommodate each other's schedule at times. [\[note: 4\]](#) However, the husband provided evidence to show that there were instances where the parties were unable to agree on the access arrangements as well. [\[note: 5\]](#) It is understandable that the husband, whose actions suggests that he still cares for the child, would be worried.

11 Since there is evidence to suggest that there might be friction between the parties, I am of the view that an access arrangement which is more structured will give greater certainty to the parties while preserving the parties' ability to continue their informal arrangements if they so wish. This will also give greater clarity on the access arrangement, which will in turn minimise misunderstandings and conflicts. In this regard, I accept most of the husband's proposed schedule, [\[note: 6\]](#) which is reasonable in my view. Accordingly, the husband will have the following access to the child:

- (a) Every Sunday from 12pm to 8pm;
- (b) Alternate Public Holidays from 12pm to 8pm;

- (c) One week during the June school holidays, either on the second or third week of the school holidays, with liberty to take the child for overseas holidays;
- (d) Ten days during the November/December school holidays at the start of the school holiday;
- (e) On alternate Christmas Day from 12pm to 8pm;
- (f) On the even years, from 4pm on the eve of Chinese New Year to 4.00pm on the first day of Chinese New Year with this year being the first even year;
- (g) On the odd years, from 4pm on the first day of Chinese New Year to 4pm on the second day of Chinese New Year;
- (h) On alternate birthdays of the child (9 March) as follows:
 - (i) If the birthday falls on a Saturday, from 6pm to Sunday 6pm;
 - (ii) If the birthday falls on a weekday, from 6pm to 9pm;
 - (iii) If the birthday falls on a Sunday, from 12pm to 8pm;
- (i) Telephone access on Tuesdays and Thursdays between 8.30pm to 9pm and the wife to provide the contact numbers on which the husband can call the child; and
- (j) Both parties are to provide to the other details of the travel itinerary at least three weeks prior to the departure for overseas holidays. Consent from the other party must be obtained prior to bringing the child overseas. The wife will hand over the child's passport to the husband when he picks up the child for access during the June and November/December school holidays. The husband will return the child's passport to the wife when he returns the child at the end of his access period.

Maintenance

12 With respect to maintenance, the husband is willing to provide reasonable maintenance for the child but is unwilling to pay maintenance to the wife. [\[note: 7\]](#) These two issues shall thus be addressed separately.

Maintenance for the son

13 The wife acknowledges that the maintenance of the child is a joint responsibility. [\[note: 8\]](#) She states that the child's monthly expenses amount to \$8,464.43 and requests that the husband provides maintenance of \$8,000 per month for the child. [\[note: 9\]](#)

14 The basis for the wife's submissions is as follows:

- (a) First, it is reasonable for the husband to do so. His salary is well in excess of the \$30,000 per month as declared by him. Thus he can well afford a maintenance sum of \$8,000 per month. [\[note: 10\]](#)

(b) Second, the wife earns an income of \$1,650 per month, which is a mere 5% of the husband's declared income of \$30,000 per month. The cooling property market has also affected her income as she has not managed to make any sales for the past 18 months. [\[note: 11\]](#) In fact, while the husband is currently paying \$4,000 per month as maintenance for both the wife and the child, it is insufficient as the child's circumstances have materially changed and his lifestyle requires more money to sustain. [\[note: 12\]](#) Therefore, the husband should pay \$8,000 out of the child's monthly expenses of \$8,464.63 because it is a proportionate figure to his income level vis-à-vis hers. [\[note: 13\]](#)

(c) Third, the child's major expenses are his golf lessons, tennis lessons, and tuition fees, and they are necessary. The golf and tennis lessons are necessary as he has been playing golf and tennis from an early age. Since he excels at golf, he can potentially gain entry into secondary schools via the Direct School Admissions programme. Considering his Attention Deficit Hyperactivity Disorder, his tuition is also necessary to help him in his academic development. [\[note: 14\]](#)

15 The wife also submits that the maintenance order should be backdated to April 2010, the commencement date of the divorce. [\[note: 15\]](#) The fact that she did not apply for interim maintenance or a variation of the maintenance order should not prejudice her application. She relies on the case of *AMW v AMZ* [2011] 3 SLR 955 at [9]–[13], which set out the various considerations in deciding when maintenance should be ordered to start. The lack of an application for an interim maintenance order or a variation of an existing order was not listed as a relevant consideration. [\[note: 16\]](#)

16 The husband, on the other hand, proposes to pay \$2,000 per month for the child's maintenance. [\[note: 17\]](#) His reasons are as follows:

(a) First, the wife did not fully disclose her income. She had alleged in her Affidavit of Means that she is a mere employee of her sports business earning a net income of \$1,060. However, the business's website lists her as a Managing Director, with her role being to "market the business, organize tennis related programs and activities for the coaches and customers." [\[note: 18\]](#) The history of her income tax assessments also reveals that she earned an average annual income of around \$36,756 for the past five years. [\[note: 19\]](#) Therefore, the wife has not made full and frank disclosure of her true income.

(b) Second, the wife inflated the child's expenses. The husband's submissions on the wife's figures for the child's expenses are as follows: [\[note: 20\]](#)

- (i) The golf lessons and clothes amount to \$2,554.
- (ii) The golf camp for which the wife is claiming \$300 per month does not happen every month.
- (iii) The wife is a tennis player and coach. There is no need to incur \$360 per month on tennis lessons.
- (iv) The school/science/tennis camp costing \$150 per month is too high.
- (v) The overseas holiday expenses of \$300 per month should be excluded as the wife

should pay for her own holidays with the child.

(vi) There is no need for babysitting fees of \$300 per month as the wife is claiming expenses for a maid.

(vii) The items such as computer, room upgrade, birthday cake, birthday party and gifts are unnecessary and merely to inflate the child's expenses.

17 In my view, the wife's submissions with respect to the child are on the high side. In previous instances, extravagant requests for maintenance orders have been reduced to more reasonable figures in the light of the circumstances (see *Wong Ser Wan v Ng Cheong Ling* [2006] 1 SLR(R) 416 and *Pang Rosaline v Chan Kong Chin* [2009] SGHC 39). On the present facts, the child is only 11 years old and an expenditure of \$8,464.43 per month is too extravagant for a young child. Taking into account all the relevant circumstances, I am of the view that a reasonable sum to accord for the child's expenses is \$3,000. As the child's maintenance is a joint responsibility between both parents, the husband, who is earning significantly more than the wife, shall pay \$2,000 per month for the maintenance of the child with effect from the date of this judgment. The maintenance order shall commence from the date of this judgment because the husband has been paying maintenance all this while.

Maintenance for the wife

18 The wife seeks an order for lump sum maintenance of \$1,983,600 for herself. This is based on a maintenance sum of \$8,700 per month with a multiplier of 19 years. [\[note: 21\]](#) The husband, on the other hand, refuses to pay for the wife's maintenance on the grounds that she had failed to make full and frank disclosure of her income and that she is in fact financially capable of maintaining herself. [\[note: 22\]](#) On the facts, I am inclined to order maintenance for the wife under s 113 of the Women's Charter (Cap 353, 2009 Rev Ed), albeit not at the sum the wife is seeking.

How much maintenance should be granted?

19 I find that the wife's alleged expenses are too high. The wife submits that her monthly expenses, including her share of the household expenses, amount to \$13,054.66. She is of the opinion that the husband should bear two-thirds of her monthly expenses, hence her proposed maintenance figure of \$8,700. I find that many of the items listed by the wife in arriving at her monthly expenses are extravagant. [\[note: 23\]](#) Examples of these items include:

- (a) insurance premiums;
- (b) dining out expenses;
- (c) entertainment expenses;
- (d) overseas holiday expenses for her and her mother;
- (e) gym, tennis, fitness and golf expenses;
- (f) car loan expenses;
- (g) house loan expenses; and

- (h) hand phone bills and mobile subscription plan expenses.

20 Section 69(1) of the Women's Charter states that the basis for awarding maintenance to the wife is not based on what the wife wants but rather what is reasonable. I have considered the relevant circumstances, and in my view, the sum of \$2,500 per month is a more reasonable figure. Among the factors I have considered are that the wife's monthly expenses are highly inflated and that she is capable of earning a reasonable salary on her own.

Should lump sum or regular maintenance be granted?

21 In asking for lump sum maintenance, the wife relies on *Lee Puey Hwa v Tay Cheow Seng* [1991] 2 SLR(R) 196 ("*Lee Puey Hua*") at [9], where the court noted its power to award lump sum maintenance as an alternative to periodical payments so as to achieve a clean break between the parties. However, I am not in favour of doing so.

22 The power to award lump sum maintenance is ultimately a discretionary one dependent on the circumstances of the case. In interpreting the relevant passages of *Lee Puey Hua*, one must read them in context, which I set out here (at [9]–[10]):

9 ... In so far as maintenance of a spouse is concerned, the court's power to order a lump sum payment, as an alternative to periodical payments, makes it possible for a husband, who has the means to make a lump sum payment, to achieve a clean break, and is clearly a method which should be taken advantage of whenever this is feasible. *In deciding whether to order a lump sum payment, the court should consider the individual circumstances of the parties, particularly the needs of the wife and the obligations and responsibilities of the husband, in addition to his assets, his earning capacity and other available resources. In any case, an order for a lump sum should not be made if the husband does not have adequate cash or other capital assets which can be readily disposed of, or if the lump sum payment or the disposal of assets will effectively cripple his earning power.*

10 Even where a lump sum payment is considered, the making of the lump sum order is pre-eminently a matter of discretion for the judge hearing the application and a Court of Appeal will not interfere with an order made by a judge unless it is clear that the judge exercised his discretion on a wrong principle or, in exercising his discretion, has made a decision which is improper, unjust or wrong. ...

[emphasis added]

23 Following *Lee Puey Hua*, the Court of Appeal in *AYM v AYL and another appeal* [2014] 4 SLR 559 at [18] summarised the case law relating to the grant of lump sum maintenance payments:

The following principles concerning lump sum maintenance payments may be extracted from the case law:

(a) A lump sum payment allows for a clean break in the marriage and should be availed of whenever feasible (*Lee Puey Hwa v Tay Cheow Seng* [1991] 2 SLR(R) 196 ("*Lee Puey Hua*") at [9]). Such a clean break may help avoid further litigation and acrimony between the parties (*Wan Lai Chong v Quek Seow Kee* [2012] 4 SLR 405 ("*Wan Lai Cheng*") at [88]).

(b) A lump sum payment should not be ordered if it would cripple the husband financially (*Lee Puey Hwa* at [9]; and *Neo Mei Lan Helena v Long Melvin Anthony* [2002] 2 SLR(R) 616

("Neo Mei Lan Helena")).

(c) A lump sum payment is appropriate where there is reason to believe that defaults in payments may be likely (*Neo Mei Lan Helena*; and *BCS v BCT* [2012] SGDC 338).

24 Before proceeding to the facts of this case, I note that there is one other factor which the court has to take into account in deciding whether or not to award lump sum maintenance – the likelihood of the wife remarrying. In Leong Wai Kum, *Elements of Family Law in Singapore* (LexisNexis, 2nd Ed, 2013) at p 694, the author comments that:

Likelihood of remarriage

While no court will assume that the former wife will remarry, it should take into account a likelihood of it. Its effect is that the court will probably not choose to order maintenance in a lump sum as it would be unfair to the husband to have paid maintenance covering the period his former wife became remarried. This is so even where the husband is able to meet the lump sum payment. ...

[original emphasis in bold]

25 As mentioned in [21] above, I am disinclined to grant lump sum maintenance. First, the wife is only 48 years old and there is a chance that she might remarry in the future. It would not make sense to order lump sum maintenance in the circumstances and, in the event that the wife remarries, penalise the husband, who would then be paying maintenance for the period during which the wife is remarried (see [24] above). Second, the husband has been paying maintenance regularly to the wife and the child and there is no evidence that he had ever defaulted (see *Neo Mei Lan Helena v Long Melvin Anthony (Yeo Bee Leong, co-respondent)* [2002] 2 SLR(R) 616 at [71]).

26 Accordingly, I award the wife maintenance of \$2,500 per month with effect from the date of this judgement.

Division of matrimonial assets

27 The parties have agreed that each party should retain their respective matrimonial assets other than the matrimonial properties which are held in their joint names. I shall focus on these jointly held matrimonial properties. They are as follows:

- (a) the Holland Close Property;
- (b) the Ridgewood Property; and
- (c) the Pine Grove Property.

The husband's auditor's report

28 The husband engaged the services of a Certified Public Accountant firm, Robert Yam & Company ("the Auditor"), to ascertain the financial contributions of the parties in relation to the above three matrimonial properties. The wife initially wanted to engage an auditor for the same purpose. Eventually, she did not as she alleged that she could not afford one. She submits that the Auditor's report should be disregarded on the ground that it: [\[note: 24\]](#)

... [was] not based on objective evidence and the source documents on which the conclusions are based on remain unclear. ... [T]he auditors accepted the various assertions put forth by the Husband at face value and there was no independent verification of the figures and input.

29 I do not agree with the wife that the Auditor's report should be disregarded. In my view, the Auditor had supported his findings from documents furnished to him by the husband. The documents included bank statements, emails, bills, receipts, statement of accounts, mortgage loans, loan statements, rental income, etc. Additionally, the Auditor also reviewed and considered the statements in the wife's affidavit and the documents referred to by her. While I remain conscious of the fact that the Auditor was ultimately engaged by the husband. Nevertheless, I am of the view that the Auditor's report is generally fair and its findings reliable. Therefore, there is no basis for me to disregard the Auditor's report.

30 I shall now deal with the direct contributions of the parties in the three properties.

The Holland Close Property

The wife's submissions

31 The Holland Close Property is the former matrimonial home which the wife and the child have been living in since the divorce. The wife seeks to retain this property as this has been the home for her and the child for several years. It is also close to the child's school. The wife's position on the parties' direct contributions to the purchase of the Holland Close Property is as follows: [\[note: 25\]](#)

Item	Husband	Wife
CPF contributions	\$304,801.54 (excluding accrued interest) (as at April 2014)	Nil
Cash contributions	Downpayment: \$1,000	Cash over valuation: \$2,000 Downpayment: \$1,000
Any other contributions	Nil	Renovation: \$32,000
Total contributions	\$305,801.54	\$35,000.00

The husband's submissions

32 The husband submits that he made almost 100% of the direct contributions towards the Holland Close Property. This is the husband's view of the parties' respective direct contributions: [\[note: 26\]](#)

Item	Husband	Wife
CPF contributions	Principal: \$310,362.61 Interest : \$63,421.02 Total: \$373,783.63 (as at 14 July 2014)	Nil

Cash contributions	Downpayment: \$2,000 Loan repayments: \$36,487.27	Nil
Any other contributions	\$5,870	\$9,434.42
Total contributions	\$418,140.90	\$9,434.42

My decision

33 I am of the view that the financial contributions came almost entirely from the husband. In the Auditor's report, the financial contributions by the parties were split into two categories. The first category is the contributions of each party towards the property, eg, property tax, Management Corporation Strata Title charges, cost of renovation, etc. The other category pertains to the each party's contributions towards the loan repayment, eg, CPF contributions, mortgage payments, etc. It is the second category which is more relevant as it shows the bulk of the contributions by the parties toward the property. However, the auditor did not consolidate the two set of figures in the report.

34 I accept the findings of the auditor with respect to the Holland Close Property. I decided to consolidate the two categories of figures in the Auditor's report to derive the total contributions of each party towards the property. For sums that come from the joint account of the parties and those that the auditor was unable to attribute to either party, I split the contributions equally. The same methodology will also be applied to the other two properties. Therefore, the direct contributions for the Holland Close Property is as follows: [\[note: 27\]](#)

Contributions	Husband	Wife
Contributions towards the property	\$14,763.76	\$18,328.18
Contributions towards the loan repayment	\$383,931.39	Nil
Total contributions	\$398,695.15	\$18,328.18
Percentage of property	95.6%	4.4%

The Ridgewood Property

The wife's submissions

35 The wife submitted that the Ridgewood Property was purchased at her initiative. This was the parties' joint investment. She alleged that her direct contributions were more than the husband: [\[note: 28\]](#)

Item	Husband	Wife
CPF contributions	\$276,667.11 (excluding accrued interest)	\$240,736.56 (excluding accrued interest) (as at 6 July 2014)

Cash contributions	Nil	5% in cash: \$64,000
Any other contributions	Repossession charges: \$17,151.34	Renovation: \$29,200 Renovation during July 2012: \$26,800 Maintenance fees: \$42,000 Repossession charges: \$500
Total contributions	\$293,818.45	\$403,236.56

The husband's submission

36 The husband alleges that the wife kept all the rental income from this property instead of depositing it into their joint account. The husband submits that he had made more direct contributions than the wife: [\[note: 29\]](#)

Item	Husband	Wife
CPF contributions	Principal: \$276,667.11 Interest : \$63,967.55 Total: \$340,634.66 (as at 14 July 2014)	Principal: \$240,736.56 Interest: \$29,946.51 Total: \$270,683.07 (as at July 2014)
Cash contributions	Rental income apportionment: \$121,378.26 4% downpayment: \$51,200 Loan repayments: \$22,573.50	Rental income apportionment: \$121,378.26 Loan repayments: \$29,145.75
Any other contributions	\$53,135.18	\$8,307
Total contributions	\$588,921.60	\$429,514.08

My decision

37 I accept the findings of the Auditor's report that the husband's direct contributions were more than the wife. As indicated above at [34], I have consolidated the sets of figures from the two categories in the Auditor's report to arrive at the following direct contributions of each party: [\[note: 30\]](#)

Contributions	Husband	Wife
Contributions by the parties towards the property	\$81,278.99	\$36,450.81
Contributions towards the loan repayment	\$445,239.22	\$135,666.14

Total contributions	\$526,518.21	\$172,116.95
Percentage of total contributions	75.4%	24.6%

The Pine Grove Property

The wife's submissions

38 The wife submits that the Pine Grove Property is her investment property that was purchased before the marriage in 2002. [\[note: 31\]](#) She alleges that she had made significant direct contributions as follows: [\[note: 32\]](#)

Item	Husband	Wife
CPF contributions	\$53,290.64 (excluding accrued interest)	\$151,044.52 (excluding accrued interest)
Cash contributions	Nil	20% Downpayment: \$129,000
Any other contributions	\$6,007.39	Renovation: \$42,500 Maintenance fees: \$5,600 Repossession charges: \$500
Total contributions	\$59,298.03	\$328,644.52

The husband's submission

39 The husband submits that the wife also kept the rental payments for this property instead of depositing them into the parties' joint account. However, he acknowledges that the wife made more direct contributions towards this property as follows: [\[note: 33\]](#)

Item	Husband	Wife
CPF contributions	Principal: \$42,068.47 Interest: \$11,553.16 Total: \$53,621.63 (as at July 2014)	Principal: \$151,044.52 Interest: \$27,151.53 Total: \$178,196.05 (as at July 2014)
Cash contributions	Rental income apportionment: \$62,803.36 1% downpayment: \$6,450	Rental income apportionment: \$62,803.36 19% downpayment: \$122,550
Any other contributions	\$2,870	\$12,056.81
Total contributions	\$125,744.99	\$375,606.22

My decision

40 I also accept the Auditor's report on the financial contributions of the parties for the Pine Grove Property. After consolidating the two categories of contributions by the parties, their direct contributions for the Pine Grove Property are: [\[note: 34\]](#)

Contributions	Husband	Wife
Contributions by the parties towards the property	\$20,728.72	\$29,915.53
Contributions towards the loan repayment	\$111,321.83	\$227,421.84
Total contributions	\$132,050.55	\$257,337.37
Percentage of property	33.9%	66.1%

Indirect contributions

41 I shall now ascertain the indirect contributions of the parties. For this purpose, it is pertinent to establish the main characteristics of the marriage. The parties were married in 2002 and have a child who is presently 11 years old. This is a relatively short marriage of about seven years till the date of the interim judgment. It is even shorter if the period of separation is taken into consideration. The parties separated in 2006, *ie*, only four years into their marriage. For the purpose of determining the parties' indirect contributions, I shall consider this marriage as one which lasted seven years with a period of separation of about three years. During the period of separation, the wife continued to look after the child.

42 The wife did not indicate a percentage for her indirect contributions but instead cited a few cases that indicate a range of 35% to 45% in favour of the wife. [\[note: 35\]](#) The husband, on the other hand, submits that the wife's indirect contributions are not substantial and that the wife's mother and maid looked after the child. Thus, the wife should only be given 5% for indirect contributions. [\[note: 36\]](#)

43 I am of the view that the wife made more indirect contributions than the husband. She is the primary caregiver of the child and also managed the household and finances. I accord her 10% for her indirect contributions as I note that the circumstances of the cases cited by the wife were based on very different facts from this case. The 10% will be added to the direct contributions of the wife in the three matrimonial properties. Applying the broad brush approach (see *Yeo Chong Lin v Tay Ang Choo Nancy and another appeal* [2011] 2 SLR 1157 at [78]), I apportion the three properties as follows:

Property	Husband	Wife
The Holland Close Property	85.6%	14.4%
The Ridgewood Property	65.4%	34.6%
The Pine Grove Property	23.9%	76.1%

44 I accede to the wife's request to retain the Holland Close Property as it is in the best interest

of the child to do so. The child has grown up in that home and his school is also nearby. The husband will transfer his rights, title and interests in the Holland Close Property to the wife within six months from the date of this order, while the wife will bear the related costs and expenses of the transfer. This order is made subject to the Central Provident Fund Act (Cap 36, 2013 Rev Ed) and the subsidiary legislation made thereunder. The Central Provident Fund Board will give effect to the terms of this order in accordance with those provisions.

45 The Registrar of the Supreme Court is empowered to execute, sign, or indorse all necessary documents relating to matters contained in this order on behalf of either party should either party fail to do so within seven days of the written request being made to that party.

Other sums of monies that should be in the matrimonial pool for division

46 There is one other property known as the Botannia Property which the husband had purchased together with one Ms Lim. While the parties have agreed to exclude this property from the division of matrimonial assets, the wife urges the court to consider the fact that the husband had used \$173,528 of his money earned during the course of the marriage to fund the purchase of this property. She submits that this amount should be included in the pool of matrimonial assets subject to division as this purchase was made in 2009 before the parties divorced. [\[note: 37\]](#) The husband submits that this property was financed by him and Ms Lim. He did not dispute the wife's allegation that he had used \$173,528 to finance the purchase of the Botannia Property.

47 I find that this sum should be included as part of the pool of matrimonial assets for division as well. Since I had earlier in my judgment awarded 10% to the wife for her indirect contributions, the wife will receive 10% of \$173,528, *ie*, \$17,353.

48 During the period leading up to the present suit, the wife collected rental from the properties and deposited the money into her own account. They are to be included into the pool of matrimonial assets to be divided between the parties. Thus, I order that the rental received by the wife in respect of the Pine Grove Property from May 2006 to 29 February 2011 and in respect of the Ridgewood Close Property from 15 April 2007 to 31 May 2011 from third parties shall be shared equally between the parties. [\[note: 38\]](#)

49 There will be no order as to costs.

[\[note: 1\]](#) Defendant's bundle of ancillary affidavits vol 2 ("DBOAA2") at Tab WA-5, p 9.

[\[note: 2\]](#) DBOAA2 at Tab WA-6, p 63.

[\[note: 3\]](#) DBOAA2 at Tab WA-6, p 64.

[\[note: 4\]](#) DBOAA2 at Tab WA-7, pp 11–13.

[\[note: 5\]](#) Plaintiff's bundle of ancillary affidavits vol 3 at Tab 3, p 104.

[\[note: 6\]](#) Plaintiff's skeletal submissions ("PSS") at para 105.

[\[note: 7\]](#) PSS at para 93.

[\[note: 8\]](#) Defendant's ancillary hearing submissions ("DAHS") at para 17.

[\[note: 9\]](#) DAHS at para 18.

[\[note: 10\]](#) DAHS at para 31.

[\[note: 11\]](#) DAHS at para 25.

[\[note: 12\]](#) DAHS at para 28.

[\[note: 13\]](#) DAHS at para 23.

[\[note: 14\]](#) DAHS at para 24.

[\[note: 15\]](#) DAHS at para 31.

[\[note: 16\]](#) DAHS at para 29.

[\[note: 17\]](#) PSS at para 96.

[\[note: 18\]](#) PSS at paras 68–69.

[\[note: 19\]](#) PSS at para 71.

[\[note: 20\]](#) PSS at para 95.

[\[note: 21\]](#) DAHS at para 105.

[\[note: 22\]](#) PSS at para 93.

[\[note: 23\]](#) Defendant's bundle of ancillary affidavits vol 3 ("DBOAA3") at Tab WA-8, pp 71–72.

[\[note: 24\]](#) DAHS at para 37.

[\[note: 25\]](#) DAHS at pp 21–22.

[\[note: 26\]](#) PSS at p 16.

[\[note: 27\]](#) Auditor's Report at pp 12–13.

[\[note: 28\]](#) DAHS at pp 27–29.

[\[note: 29\]](#) PSS at para 34.

[\[note: 30\]](#) Auditor's Report at pp 13–14.

[\[note: 31\]](#) DAHS at para 69.

[\[note: 32\]](#) DAHS at pp 34–36.

[\[note: 33\]](#) PSS at para 17.

[\[note: 34\]](#) Auditor’s Report at pp 11–12.

[\[note: 35\]](#) DAHS at para 82.

[\[note: 36\]](#) PSS at paras 107–108.

[\[note: 37\]](#) DAHS at para 90.

[\[note: 38\]](#) Auditor’s Report at p 10.

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