

AUD v AUE  
[2015] SGHC 139

**Case Number** : Divorce Suit No 1771 of 2009 (Summonses Nos 558 and 1013 of 2015)  
**Decision Date** : 25 May 2015  
**Tribunal/Court** : High Court  
**Coram** : Woo Bih Li J  
**Counsel Name(s)** : The plaintiff in person; The defendant in person.  
**Parties** : AUD — AUE

*Family law – Child – Care and Control*

*Family law – Maintenance – Child*

25 May 2015

**Woo Bih Li J:**

**Introduction**

1 On 13 September 2011, I delivered an oral judgment (“the First Judgment”) on various ancillary matters in divorce proceedings between the parties. The First Judgment included an order that the father (“the Father”) of two children was to pay maintenance for them to their mother (“the Mother”) of \$7,318 per month being 66.66% of the children’s expenses. The Mother was given care and control of the children with the Father and Mother being granted joint custody of the children. However, with an impending additional increase in rent and/or school fees, the maintenance was eventually increased to \$7,834.48 per month being also 66.66% of their expenses. The Father was also to pay the Mother a lump sum maintenance of \$342,000 for herself.

2 Subsequently, the Mother filed Summons 558 of 2015 to ask that the Father pay more maintenance for the two children. The Father then filed Summons 1013 of 2015 on 4 March 2015 to ask that the existing maintenance order be rescinded as the children had moved to the United Kingdom (“UK”) to study after 13 September 2011 and so the children were no longer under the jurisdictional purview of the Singapore courts.

3 Alternatively, the Father asked for care and control of the children with reasonable access to the Mother and that the Mother is to pay maintenance of £1,900 per month to the Father representing 33.34% of the children’s expenses. Another alternative relief sought by the Father’s summons was that he be allowed to pay part of the maintenance directly to a school in the UK for the school fees and the balance to the children direct.

**Issues**

4 Both summonses came on for hearing before me on 27 April 2015.

5 It appeared that the Father’s application for rescission of the original order for maintenance of the children was based on an argument that the Singapore court no longer has jurisdiction over maintenance for the children.

6 The first issue was therefore whether the earlier order for maintenance of the children was to be rescinded because the children had moved from Singapore and were studying in the UK ("the Jurisdiction Issue").

7 The second issue was whether care and control of the children should be given to the Father with reasonable access to the Mother ("the Care and Control Issue"). If so, this would raise a consequential issue as to whether the Mother was to pay the Father some maintenance for the children.

8 The third issue was the amount of maintenance the Father was to pay the Mother for his share of the children's expenses ("the Quantum of Maintenance by Father Issue" or "the QMF Issue").

9 The fourth issue was whether the Father may make payment directly (of any maintenance ordered) to a school in the UK and to the children instead of to the Mother ("the Payment Route Issue").

### **The hearing on 27 April 2015**

10 The Father and the Mother appeared in person before me on 27 April 2015 and presented their arguments.

11 I decided that since it was not disputed that the Singapore court had jurisdiction to make the First Judgment, there was no basis for the order to be rescinded on jurisdictional grounds. I also decided that the Singapore court has jurisdiction to hear the Mother's summons for more maintenance and that the Singapore court should still continue to hear the Mother's summons as well as the Father's other applications in his summons including his application for care and control of the children (with a consequential order for the Mother to pay the Father some maintenance for the children).

12 After hearing arguments on the Care and Control Issue, I informed the parties to continue with their arguments on the assumption that care and control of the children would remain with the Mother. Thereafter, the parties continued with their arguments on the amount of maintenance that the Father should pay for the children and I then reserved judgment.

### **The judgment on 12 May 2015**

13 I gave my judgment for these two summonses on 12 May 2015 ("the Second Judgment").

14 I now set out my reasons for my decision on the Jurisdiction Issue and my decision on the Care and Control Issue, the QMF Issue and the Payment Route Issue.

15 As can be seen from the above discussion, the Father filed his summons only after the Mother filed her summons to vary the maintenance for the children. I agreed with the Mother that his summons was filed only in response to hers. In other words, I was of the view that he would not have filed his summons if she had not filed hers for variation of maintenance for the children.

### **The Jurisdiction Issue**

16 The Father stressed that the children were born in the UK. They are British citizens and hold valid UK passports. The Father submitted that under s 44 of the Child Support Act 1991 (c 48) (UK) ("the UK 1991 Act"), the UK would have jurisdiction over the issue of maintenance for a child if the child is habitually resident in the UK. He also submitted that under s 55 of the UK 1991 Act, a person

is a child if (a) he is under the age of 16 or (b) he is under the age of 19 and receiving full-time education (which is not advanced education). The two children are girls. The elder is 18 years old and the younger is 15 years old (as at 27 April 2015 which was the date of the hearing before me).

17 I need not elaborate on the definition of advanced education under the UK 1991 Act because it was not disputed that in Singapore, a child is defined in the Women's Charter (Cap 353, 2009 Rev Ed) as one who is below the age of 21. Furthermore, under s 69(5)(c) of the Women's Charter, the court may make an order of maintenance for a child who has attained the age of 21 if the child is receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation, whether or not while in gainful employment.

18 Moreover, it was not disputed that the Singapore court had jurisdiction to make the First Judgment pursuant to the divorce proceedings which were commenced validly in Singapore. The First Judgment did not cease to have effect merely because the children had since left Singapore to study in the UK.

19 Under s 118 of the Women's Charter, the Singapore court may also at any time vary any subsisting order for maintenance where there has been any material change in the circumstances. Accordingly, the Singapore court also has jurisdiction to vary the original maintenance order for the children under the First Judgment.

20 Therefore, even if a court in the UK also has jurisdiction to make an order for maintenance for the children, this did not mean that the original maintenance order for the children must be rescinded. Furthermore, any such jurisdiction in UK does not preclude a Singapore court from varying the original maintenance order for the children.

21 There was an argument by the Father in para 37 of his affidavit of 23 March 2015 (filed for his summons) that the UK is "clearly the most appropriate jurisdiction for UK Citizens resident and settled in their home country, the UK, for almost 2 years". It was not clear to me whether he was conflating his arguments or he was also arguing that even if the original maintenance order were not rescinded, the Singapore court should not hear the Mother's application for variation on the ground of *forum non conveniens*, ie, that the Singapore forum is not convenient because the UK is a more appropriate forum to hear such an application. This would amount to an application by the Father to stay the Mother's application on that ground, ie, *forum non conveniens*. However, as no such application was included in his summons, I did not think he was entitled to pursue it in arguments. In any event, he did not elaborate on such an argument.

### **The Care and Control Issue**

22 The stated grounds in the Father's summons for care and control were that the Mother had been severely negligent in her capacity of care and control of the children and did not exhibit adequate financial prudence.

23 It should be borne in mind that in my First Judgment, I had granted care and control of the children to the Mother with the consent of the Father. The Father said that he did not contest care and control at that time because he was advised by his solicitor that the Women's Charter invariably awards care and control of children to the mother except in exceptional circumstances and that through joint custody he retained full decision making rights and unrestricted access to the children.

24 I found it difficult to accept this explanation. The Women's Charter does not say what he alludes to as the advice of his solicitor. The Father is an intelligent man who is able to make

references to legal provisions and present arguments. If he was truly interested in having care and control of the children then, and if his solicitor had truly rendered the advice he alleged, he would have asked to review the relevant provision of the Women's Charter and realised that it contained no bias in favour of the Mother in so far as care and control is concerned. If the Father was suggesting that he had been advised that the Singapore courts would be more inclined to award care and control to the Mother, the point is that he did not even argue for care and control. Furthermore, the timing of his summons which was filed in response to the Mother's summons suggested that he was asking for care and control only to defeat her claim for increased maintenance for the children.

25 Indeed, the Father argued that the Mother should not have care and control because care and control meant that a child lives on a day-to-day basis with the parent in question. According to the Father, the children were studying in UK and receiving accommodation there for about 32 weeks and they were not living with the Mother on a daily basis. The Father's mother, who lives in the UK, was the children's legal guardian. The address used for the children's bank accounts was the grandmother's UK address. The children spent about 225 days in school and of the remainder 140 days, they spent 75 days with the Father or their paternal grandmother and 65 days with their mother. Any intra-term holiday was spent with the paternal grandmother.

26 However, if the Father was right that care and control meant that the children must be living on a day-to-day basis with the parent in question, this would undermine his own argument for care and control of the children as they were also not living with him on such a basis for most of the year.

27 In any event, I did not agree with this argument of the Father. In *CX v CY* [2005] 3 SLR(R) 690, the Court of Appeal said at [31] that "care and control" concerns day-to-day decision-making. However, in my view, this does not mean that one has to make decisions daily for each child. As a child grows older, the daily decisions that have to be made are reduced. If a child studies abroad, a parent no longer has to make day-to-day decisions for him but that does not mean that a parent ceases to have care and control of the child. The reference to "day-to-day decisions" is a convenient expression to mean the more mundane short-term decisions as opposed to the more important and long-term decisions (see also Anthony Dickey, *Family Law* (LBC Information Services, 3rd Ed, 1997) at pp 326-327, which was cited at [32] of *CX v CY*). The Mother was and is still responsible for such short-term decisions as and when they have to be made. This did not change just because the children were and are studying in the UK or have a grandmother in the UK to turn to.

28 Accordingly, the children's schooling in UK did not nullify the Mother's care and control of them.

29 As for the Father's argument about his alleged involvement with the children and the Mother's negligence and the Mother's counter arguments, I need not set these out in detail. It was quite clear that the Mother was and continued to be more involved with the children than the Father was. Furthermore, I was not persuaded that she had been negligent in her care of the children let alone been "severely negligent" as alleged by the Father.

30 Accordingly, I directed the parties to carry on with their submissions on the QMF Issue on the assumption that care and control of the children would remain with the Mother. I did so in case there was something in the submissions on the QMF Issue which might cause me to change my view on care and control. Having heard such submissions I confirmed in the Second Judgment that care and control of the children is to remain with the Mother and I dismissed the Father's application for such care and control.

31 The main reason for the Father's argument about the Mother's negligence was the Mother's alleged lack of financial prudence. The Father's main complaint was that the Mother had failed to pay

the children's UK school fees on time thereby jeopardising the children's return to school even though he had been paying the maintenance ordered for them on time.

32 The Mother did not agree with this allegation. She alleged that it was the opposite. She had to pay the school fees in advance for three terms comprising a total of about 30 weeks. As the husband was not paying the monthly maintenance in advance, she was out of pocket for a few months for each advance payment she made. Furthermore, the overall expenses of the children, including the school fees, had increased since the children left for UK schooling in August 2013. As the Father refused to pay his 66.66% share of the increase, she alleged that she had been shouldering the burden of both the advance payment and the increase. She suggested that she could not pay certain school fees which had recently been overdue for payment.

33 At the time of the hearing before me, there was a sum of about £21,000 to be paid to the UK school apparently by 1 May 2015 which was an extended deadline. The school had been pressing for this payment. The Mother urged me to make an interim order to compel the Father to pay this sum immediately and it could be set-off against arrears of maintenance which the Father owed her. The Father refused to pay this sum. He alleged that although the school fees were payable in advance, this did not mean that the Mother was in fact paying ahead of his maintenance payments. His point was that before August 2013, he had been making his monthly maintenance payments regularly so that by the time the Mother had to make the first school fee payment in advance, she had already received his monthly payments for the past few months. The Father also suggested that he was being pushed to bankruptcy by the Mother's unreasonable demand for an increase in maintenance for the children. I declined to make an interim order pending my consideration of all the arguments as it appeared to me then that the Mother was not as financially stretched as she had portrayed. After further consideration of all the arguments, I delivered the Second Judgment.

34 I was of the view that both the Mother and the Father had not acted responsibly in respect of the children's school fees.

35 Even if the Mother was in fact making payment of the school fees ahead of receiving the Father's maintenance payments, this would mean that she would be out of pocket for four months only. In the meantime, she would be receiving his payments monthly. In fact, she had been paying the school fees for some time in this manner without issue until recently. There was therefore no reason to delay payment to the school for recent fees.

36 As for the arrears that the Mother was allegedly owed by the Father, the Mother should realise that notwithstanding her strong views that the children's expenses had increased, the court had not yet made an order after the First Judgment for the Father to increase the amount of maintenance he should pay other than what was included in the First Judgment. It is true that if such an order were to be made with retrospective effect, he would owe her some arrears but the order had still not been made. Therefore, the Mother could not assume that there would be arrears of maintenance or that the amount of the arrears would be large. Furthermore, if the children's expenses had increased significantly, as she was suggesting, then she should have sought more maintenance as soon as possible. She only began to do so from the Father in or about August 2014 although the children had already started schooling in UK since September 2013. Therefore, the Mother should also not have used the alleged arrears as a reason for not paying the school fees.

37 Perhaps the real reason for the Mother's stand was that she had lost her job in October 2014 and had not yet found a new job. Even then, with (a) the Mother's previous high income, (b) her share of the matrimonial assets amounting to \$448,088.17 after the decision of the Court of Appeal, (c) a lump sum maintenance that I had granted her amounting to \$342,000 and (d) the Father's

monthly maintenance of \$7,834.48, I was not persuaded that the Mother could not pay the recent school fees until the Singapore court made a decision on her application for an increase in maintenance for the children.

38 On the other hand, the Father could have offered to pay the latest outstanding fee of about £21,000 first and then set it off against his future maintenance payments even though he was not in arrears of maintenance and notwithstanding his argument that his previous payments would have funded the Mother to pay the fees. Such an approach would have relieved pressure from the school and the continuing embarrassment to the children. However, he did not make such a proposal. As will be elaborated below, I did not accept that his finances were so tight that he could not pay this sum first or at least make some maintenance payments in advance to defray most of this sum. In the Second Judgment, I ordered him to pay four monthly payments (of the maintenance sum I was ordering thereunder) in advance towards payment of the school fees and/or subsequent university fees.

39 In the circumstances, I was of the view that although the Mother's conduct regarding the school fees was regrettable, the Father's conduct was not much better. There was insufficient reason to grant care and control of the children to the Father or even shared care and control to him.

### **The QMF Issue**

40 As mentioned above, the Mother's intention to seek more maintenance for the children led to the two summonses.

41 The Mother's main reason to seek more maintenance was that the fees of the UK school were much higher than the Singapore school. However, the Mother presented her case in a rather confusing manner. In her email to the Registrar of the Supreme Court dated 10 December 2014, she stated at paras 9 and 44 that the children's school fees (in UK) had increased three fold.

42 However, in her affidavit of 11 March 2015 which she filed in support of her summons, she said at para 25 that the *tuition* fee (in UK) had increased two fold. In her reply affidavit of 15 April 2015 filed in respect of her summons, she said at para 78 that the children's *school* fees (in UK) had increased 100%.

43 In the Mother's affidavit of 8 April 2015 filed in respect of the Father's summons, the Mother referred to a 100% *school* fee increase for the children at paras 11, 26 and 31 of her affidavit.

44 Therefore, first, there was some confusion as to whether she was alleging a 100% increase or a 200% increase in the UK school fees as compared with the school fees in Singapore. Secondly, even after it was apparent that she was alleging a 100% increase, it appeared that she drew no distinction between "school fees" and "tuition fees" as she referred to both such fees interchangeably. Thirdly, she did not disclose that the fees charged by the school in UK include accommodation and food whereas the one in Singapore did not.

45 Therefore, by alleging that there was a 100% increase in school fees without proper elaboration and by using the words "school fees" and "tuition fees" interchangeably, the Mother gave the inaccurate impression that the 100% increase was solely attributed to tuition fees when this was not in fact the case. It became common ground that the fees of the UK school included accommodation and food and therefore other adjustments might have to be made to the previous list of children's expenses.

46 Before I continue, I will address the Father's point about a verbal contract. He said that the Mother had discussed with him about sending the children to UK for schooling. It was common ground that he agreed to this plan. However, he alleged that he had done so on the condition that the Mother would not claim more maintenance from him for the children and she had agreed to this. He referred to this agreement as a verbal contract. He said that the fact that the Mother did not claim for an increase in maintenance for 16 months (from May 2013, when he agreed to the children studying in UK, to August 2014) supported his allegation. She did not do so then because there was such a verbal contract.

47 The Mother did not agree that there was such a contract but she did not explain clearly why she took so long to seek a variation of maintenance.

48 On the other hand, I noted that the Father is an intelligent person capable of presenting arguments with clarity and with details. He is quick and careful enough to challenge any allegation by the Mother against him. It seemed to me that if he had really taken the trouble to obtain the Mother's agreement to the alleged condition, he would have obtained her agreement in writing to avoid future dispute and acrimony. There was no written agreement from the Mother.

49 Secondly, the Mother exhibited two emails she had written to the Father. The first was dated 20 August 2014 in which she alleged that she had on numerous occasions asked him to pay 67% of the children's current expenses. The email also asked him to settle the matter otherwise she would have no option but to take him to court.

50 The second email was dated 7 October 2014 in which she referred to the increase in school fees and suggested mediation since the parties were not able to resolve the matter amicably.

51 No response was given to both these emails by the father. I was aware that the two emails were exhibited in the Mother's reply affidavit of 15 April 2015 for her summons and the Father did not have leave to file an affidavit in further reply to hers. Nevertheless, the Father did file his own reply affidavit of 22 April 2015 for his own summons. I assume that by then he would have been served with the Mother's reply affidavit of 15 April 2015 and he would have disclosed any written response to either of her two emails, if there was a written response from him. He did not.

52 Moreover, when the Mother referred to these two emails in her oral submission before me on 27 April 2015 and said that there was no response from the Father, the Father did not allege otherwise.

53 In the circumstances, I concluded that there was no response (written or otherwise) from the Father to the Mother on either of the two emails. The absence of a response by the Father at that time militated against his allegation about a verbal contract. If there was one, he would have reminded the Mother immediately about it when she was pressing him for more maintenance. He did not.

54 I noted, however, that in the Father's letter dated 28 November 2014 to the court, he did mention the verbal contract.

55 On the other hand, in the Father's affidavit of 23 March 2015 filed for his application, he himself exhibited his email dated 11 February 2015 which was addressed to the children and to the Mother. In that email, he said that "For a time now we have struggled with differing views of who pays and for what". He then proposed budgets for terms 2 and 3 of 2014/2015 and terms 1, 2 and 3 for 2015/2016. This email also militated against his allegation about a verbal contract. If there was one

he would have reminded the Mother about it in his email and explained to the children that their Mother had agreed not to ask for more maintenance.

56 The burden of proof is on the Father to establish the existence of the verbal contract. I found that he had failed to discharge his burden and continued to consider the Mother's summons for more maintenance for the children.

57 I refer now to the Father's argument that a budget be applied for the children's expenses so as to reign in the unrealistic expectations of the Mother. I did not disagree that there should be a budget of some sort. Indeed, that is the purpose of considering the Mother's list of expenses for the children. The disagreement between the parties arose as to what items should be included in the budget or list of children's expenses and the amount to be allowed for each item which is properly included.

58 The Father's approach for a budget was to ask a friend how much his friend was spending on the education of his friend's son who is studying in the University of Bristol together with living expenses. However, the friend's budget did not paint a complete picture as it did not include other expenses like accommodation outside of school terms, travel and medical expenses as well as other expenses incurred by the parents of the child when he is with them. The friend's budget was for the time when the child was attending university. I would add that, according to the parties, the fees for a university education (inclusive of accommodation and food) in UK are less than those for a secondary or pre-university education (inclusive of accommodation and food). I was of the view that it was preferable to address the Mother's claim for the children's expenses from her point of view so as to ensure that no item that she was claiming was left out. I will deal first with the expenses claimed by the Mother which were not part of the school fees although not necessarily in the same sequence as the Mother had listed the expenses. I will then come to the school fees.

59 The first item was rent. The children had left for the UK in August 2013 and their school fees included accommodation and food. The term started in September 2013. As they grow older, it is likely that they will continue to pursue higher education in a university in the UK with expenses for accommodation and food too. This means that for most of the year, no other accommodation need be provided for the children.

60 The Father said that the children spent about 32 weeks in school and of the balance of the year, they spent more time with him or their paternal grandmother than with the Mother. Going forward, he used the figure of 32 weeks for which the children would be with the school or a university. As for the remainder of 20 weeks a year, he said that the children would perhaps spend half of that, *ie*, ten weeks with the Mother and ten weeks with him (see para 45 of his reply affidavit of 22 April 2015 for his summons). The Mother did not dispute such an assessment although she said that there may be times when the children would use a weekend during school term to spend time with her in the UK. She also said that even for the ten weeks, being the balance of the time the children spent with her outside of school term, she had to provide them with a home to return to.

61 The Father submitted that under the Women's Charter, only "accommodation" need be provided for the children and not a "home". It appeared that the reason for his distinction was that he was concerned that providing a "home" meant that the Mother was entitled to say that she is to provide physical premises throughout the year for the children to return to; whereas "accommodation" only meant physical premises for the ten weeks when the children are with the Mother.

62 The Father's point was that if he were still liable to pay for his portion of the children's share of rent of a residence whether in Singapore or in the UK throughout the year and if he were also liable to



pay his portion of the cost of their accommodation when schooling or attending a university in UK, then he would be paying twice for the children's accommodation. There was some merit in the Father's point. On the other hand, there was also some merit in the Mother's argument about providing a "home" for the children. The question was whether that meant that she was entitled to claim a share of rent for an entire year for the children in the circumstances.

63 The Mother was no longer residing in Singapore. She has a four-bedroom property in Turkey and is apparently staying in hotels or the like in UK when she is staying in UK. However, the Mother was still claiming the same amount under the First Judgment, *ie*, \$1,733 per month which was the children's share of the rent previously incurred in Singapore. The Mother said she was still renting a place in Singapore to store furniture, the children's piano and the belongings of the Mother and the children. She said the storage itself costs \$1,000 a month in addition to packing and freight fees.

64 However, the Mother did not produce documentary evidence of the alleged storage charge of \$1,000 per month. Furthermore, this should not be a continuing expense. If she cannot decide where she is going to stay permanently then she has to bear the cost of the storage. Secondly, it is unclear how much of the items stored are really hers and how much are the children's. It was convenient for her to refer to the children's piano but how much did the piano cost and did it really justify the storage charge?

65 As for the alleged packing and freight fees, she produced first a quotation dated 10 November 2014 and then an invoice dated 29 January 2015 both from Crown Relocations which is a Singapore entity. The invoice was for \$15,690 excluding GST. It appeared to be for services rendered to store items for four months (with the first four weeks being complimentary) and then to ship them to London. However, the amount in the invoice was rather high. It was likely to be cheaper to buy whatever items she needed. Furthermore, it was not clear whether the items in question were hers or the children. The children had already moved to UK in August 2013. Therefore, I did not include such storage charges or the packing and freight fees as part of the children's expenses.

66 The Mother claimed to be entitled to claim the cost of renting a small two-bedroom apartment in London using the previous rent in Singapore of allegedly \$6,000 per month (for which the Father was ordered to pay \$1,733 being 66.66% of the children's share of the Singapore rent) as a guide.

67 However, there were obstacles in this approach of the Mother. First, while she said the equivalent of \$6,000 per month was £2,850 per month, she did not produce any documentary evidence that this was a reasonable rent to pay for a small two-bedroom apartment in London.

68 Secondly, she assumed that she was entitled to provide a "home" for the children for which she can claim the children's share of the rent every month even though for most of the year they are studying at school or at a university. Even for the remainder of the year outside of school, they are not with her all the time. She did not dispute that they spent about half of the remainder of the time with the Father.

69 Thirdly, she said that the property in Turkey which she had acquired was irrelevant. But why was it irrelevant? She said (in paras 21 and 22 of her reply affidavit of 15 April 2015 for her summons) that she had invested money in that property as a vacation home that would equally benefit the children, bringing the family together in summer. There is no central heating and in winter, the place is deserted. However, the Mother's response raised more questions. It suggested that during the summer break, the children would spend time with her at the Turkish property. Why then should she be entitled to claim for their share of rent of a "home" in UK for an entire year?

70 While the children may stay in London with her during the Christmas or new year break, or for part of that period, that did not justify her claiming for their share of rent in UK for an entire year.

71 As for the occasional weekend trip that the children might wish to make outside of the school, the paternal grandmother has a residence in UK. If the children occasionally wish to spend some time with the Mother in UK on such trips, that also does not justify a claim for their share of rent in UK for an entire year.

72 It seemed to me that the Mother was using the children to make a claim for some rent to help defray the rent (or hotel expenses) which she had to pay for herself when she was in the UK. In my view, she had to make some arrangement for the children which did not entail having to claim rent for a two-bedroom apartment in the UK for the entire year. For example, if she had a one-bedroom apartment for herself, one of the children could stay in the same bedroom with her and another could use a sofa bed. They would only be with her in the UK for a short period.

73 Therefore, I did not allow the Mother's claim for \$1,733 per month as the children's share of rent.

74 The second item was the children's holiday expenses. This was allowed at \$400 per month under the First Judgment. The Mother asked for this to be increased to \$650 per month. She said that previously the children flew at children's tariffs and ate children's meals. They were also allowed to stay in the same room as the Mother. I note that the children were 15 and 12 years of age in the first half of 2011. The First Judgment was dated 13 September 2011. By the date of the hearing of the two summonses, the children would be around 18 and 15 years of age. There was no independent evidence that the airfares for them had increased because of their age. As for hotel accommodation, there was no logic in the Mother's argument. Surely, the two children could stay in the same room as the Mother just as even three adults could stay in the same room. In any event, there was again no independent evidence that the children would not be allowed to stay in the same room as the Mother.

75 The Mother also argued that with the amount she was claiming (*ie*, \$650 per month x 12 months = \$7,800 per year), the children could go on one good holiday a year. However, she then said that they would fly once to Singapore to visit the Father and once to Turkey. However, this made two round trips a year and not one. Furthermore, the Father said he was paying for their airfare when they came to Singapore to see him. Indeed, since the Mother was no longer residing in Singapore, the Father was to pay for the children's airfare if they come to Singapore to visit him.

76 Therefore, the Mother's reasons for an increase for holiday expenses were not persuasive and I kept such expenses at \$400 per month.

77 The third item was a group of expenses, *ie*, food, pocket money, transport, entertainment, clothes, makeup/hair, telephones. I set out the Mother's previous claim in a table below and her present claim.

Items	Previous claim	Current claim
Food	\$714	\$300
Pocket money	\$200	\$619
Transport	\$200	\$500
Entertainment	\$266	\$300

Clothes	\$200	\$400
Makeup/hair	Nil	\$200
Telephones	Nil	\$108
<b>Total:</b>	<b>\$1,580</b>	<b>\$2,427</b>

78 The Mother accepted that her claim for food expenses should be reduced since the children were provided with food in school in the UK. Likewise if they were to study in a university in the UK. She claimed \$300 per month for both children which was 42% of the \$714 per month previously allowed. She calculated this amount by using the grocery expenditure for the children when they visited her during a Christmas break (presumably in 2014) of two weeks and extrapolating it to 22 weeks.

79 The Father's response was that he had the children for half of the 22 weeks. Also, the Mother had inflated the expenses for a short period and then extrapolated it over a longer period.

80 On transport, the Mother alleged that the children depended a lot on trains and taxis and car hire to pick them up with their suitcases and folders to and from school. The Father's response was that he also paid for various transport expenses of the children as did the Mother. Secondly, the taxi fares claimed by the Mother for one way travel from school to a train station were excessive.

81 For pocket money, entertainment, clothes, makeup/hair and telephones, the Mother alleged that the children have grown up and their clothes cost more. This year the children will graduate and ball gowns and shoes will be bought. As girls, they have to do make-up and hair and need toiletries too. For entertainment, she had increased the amount slightly. The Father himself had bought an expensive pair of shoes for one of the daughters costing \$1,000 for her 18th birthday.

82 The Father said that he too had spent on clothing items for the children. He said the children had confirmed that the Mother had not spent any money on them on hair and make-up over the last two years. Toiletries would be bought more cheaply at the school. Telephone charges were not as high as claimed by the Mother.

83 I accepted that some of the children's expenses would have increased but not to the extent claimed by the Mother. Furthermore, it was not disputed that the food expenses would have decreased.

84 Using a broad-brush approach, I decided not to increase or reduce the amount for this group of expenses except to round it up from \$1,580 to \$1,600 per month.

85 The fourth item was medical and pharmaceutical expenses. The Mother claimed an increase from \$200 to \$300 per month. The Father said that the children are British citizens and are entitled to free medical services from the National Health Service ("NHS"). They are also covered under the school's dental plan for emergency or accidental work. However, the Mother said she spent more than \$7,000 on braces for the younger child. In any event, the Mother appeared to accept that the NHS does apply and therefore in her written submissions for her summons, she claimed medical expense outside the UK as an *ad hoc* additional expense over and above the \$300 per month she was claiming. I reduced the sum for medical and pharmaceutical expenses to \$100 per month to cover any medical or pharmaceutical expense which was not covered by NHS. If there was any *ad hoc* expense which was not a minor one, then the Mother should consult the Father about it first before incurring the

expense.

86 Therefore, the children's expenses I allowed, excluding school fees for tuition, accommodation and food were:

(a)	Home/accommodation outside of school	Nil
(b)	Holidays (including airfare)	\$ 400
(c)	Food, pocket money, transport, entertainment, clothes, makeup/hair and telephones	\$1,600
(d)	Medical/pharmacy	\$ 100
Total:		\$2,100 per month

87 The children's school fees for tuition, accommodation and food for the last two years from September 2013 to August 2015 were an average of £5,273 per month. At an exchange rate of, say, £1 to \$2.06, the £5,273 per month works out to \$10,862 per month.

88 The total expenses for those two academic years were therefore \$2,100 + \$10,862 per month = \$12,962 per month. The Father's 66.66% share was \$8,640 per month or £4,194 per month at the same exchange rate of \$2.06 to £1. As the Father was paying \$7,834.48, say, \$7,834 per month, the difference was about an additional \$806 per month.

89 I would add that the Mother stopped claiming for certain expenses which she had claimed in the past, for example, piano and tennis lessons as those were provided by the school and a domestic helper which was no longer necessary.

90 The Father had suggested that he was being pushed into bankruptcy by the Mother's demands. He said his income of \$21,667 per month was barely sufficient to cover the original maintenance order under the First Judgment and his monthly expenses which he listed as follows:

Tax	\$2,904
CPF	\$1,000
Maintenance	\$7,834
Loans	\$3,900
Mortgage	\$4,253
Property maintenance fee	\$300
Property tax	\$95
Wife's course	\$750
Total:	\$21,036

91 I did not accept that the Father was being pushed to bankruptcy for the reasons stated below.

92 First, although his monthly income was based on a fixed package of \$260,000 per year, the documentary evidence he exhibited appeared incomplete because only a cover letter and the first page of the employment agreement was exhibited. It was unclear whether he was also entitled to bonus or other benefits like housing or transport allowance.

93 Secondly, the list of his own expenses deserved greater scrutiny. For example, while he claimed to have to pay a mortgage sum of \$4,253 per month, this expense was incurred to acquire an asset for himself. Furthermore, he could use the money in his CPF account to pay for part of the loan. From his own list, his contribution to CPF was already \$1,000 per month. There would also be the employer's contribution to his CPF account as well.

94 The loans which he referred to were partly credit card expenses and partly debts which he incurred for a business venture according to his oral elaboration. However, he claimed to have exited the business venture and there was no further elaboration on the loans.

95 Thirdly, his gift of an expensive pair of shoes to his elder daughter for her 18th birthday was not conduct that was consistent with one who felt being pushed to bankruptcy.

96 I was satisfied that he could afford to pay the additional \$736 per month. In any event, the children's expenses will reduce as it was common ground between the parties that if the elder daughter goes to university (around September 2015), her university fees including expenses like accommodation and food are less than the existing school fees and, consequently, his contribution for maintenance would be reduced accordingly.

97 The Father also sought to suggest that the percentage of his contribution should be reduced for two reasons. The first reason was that the lump sum maintenance that I had granted to the Mother for her own maintenance should be taken into account as part of her income so that her income was higher and, correspondingly, her share of the children's expenses should be higher and his share should be lower. He argued that for taxation purposes, maintenance was treated as income although it was exempted from tax.

98 I did not agree with the first reason. The lump sum maintenance was for maintenance of the Mother and not the children. I did not think it was correct for the Father to try and claim some of it back by asking for it to be taken into account as part of the Mother's income for the purpose of determining her share of the children's expenses.

99 The Father's second reason was that as the Mother was in fact earning more than what she had declared. Her salary had risen from \$10,560 to \$13,166.67 per month in 2011 when she was employed by Straumann. He believed that when she joined Alvimedica (in 2013 or 2014), her salary increased. The Mother said she was earning less in Alvimedica than in Straumann in her first year at Alvimedica. Her 2014 income in Alvimedica reached the same level as her income in Straumann.

100 I make two points. When I gave my First Judgment, I had proceeded on the premise that the Mother could earn \$13,000 per month (not \$10,000 per month). This would already have taken into account her salary of \$13,166.67 per month from Straumann.

101 As for her salary with Alvimedica, the Mother referred to an acknowledgment from the Inland Revenue Authority of Singapore in which her income for the year ending 31 December 2014 was stated to be \$130,000. However, bearing in mind that she claimed that she completed serving her notice period on 7 October 2014, the \$130,000 would in fact represent her income till 7 October 2014 and not till 31 December 2014. That would mean an average salary of around \$13,900-\$13,950 per

month, *ie*, higher than her \$13,166.67 per month from Straumann.

102 Be that as it may, the Mother was jobless since October 2014 although the circumstances as to how she became jobless were not entirely clear. She said that she had travelled 70% of the time and this affected her health seriously. Management's perception of her health impacted on her relationship with them and she left after completion of her notice on 7 October 2014. It was not clear whether she meant completion of a probation period or of a formal notice given by her.

103 The Mother initially asked that the Father pay 100% of the children's expenses from October 2014 till she gets a job or September 2015, whichever is the earlier, but she reduced her claim to 80% of the children's expenses.

104 The Mother also alleged that the Father had not disclosed consultancy fees which he had received in the past.

105 In the circumstances, I did not reduce the Father's percentage contribution for the children's maintenance. However, I also did not increase his percentage contribution to 80% from October 2014 or from any other date as I was not persuaded that the Mother left Alvimedica solely because of her health and a deteriorating relationship with its management because of her health. There was no independent evidence to support her allegation of serious health deterioration. Neither was there any evidence that she asked for a position with less travel. Furthermore, although the Mother has said that she tried to look for other jobs, there was very little documentary evidence of the attempts she made to secure another job.

106 The Father had agreed to make his future payments for the children's maintenance in UK currency. As exchange rates fluctuate and to avoid any argument on the exchange rate, I fixed the exchange rate at \$2.06 to £1. Therefore, the \$8,570 worked out to £4,194 per month in round figures.

### **The Payment Route Issue**

107 On the Payment Route Issue, the Father proposed that he pay his share of school fees direct to the school and the balance to the children who should be taught how to budget their expenses. He said he spoke to the children who agreed with his proposal. The Mother said that while he had spoken to the children, they did not agree. In any event, she argued at para 89 of her reply affidavit of 15 April 2015 (for her summons) that the payments are to be made to her as she is still having care and control of them and they are too young to "manage all the complex payments".

108 I was more concerned about the payment of the school fees whether the fees are of the current school or of a university. The fiasco about the delay or delays in payment of school fees was shameful and must have been very embarrassing for the children. To minimise dispute about the payment of such fees, I ordered the Father to pay in advance four months of his monthly payments, *ie*, £4,194 x 4 = £16,776 to the school or to the university for when they first become payable. Details are found in the Second Judgment which also includes adjustments if either child is enrolled for a university course.

109 If the Father still wished to teach the children to budget, he could do so with whatever pocket money he wished to give them voluntarily over and above his contribution to their maintenance as ordered by the court.

110 If the fees for university education (including accommodation and food) are less than for the

school fees, then the Father's contribution is correspondingly reduced based on his 66.66% share but the \$2,100 per month assessment for the children's other expenses (which is over and above the school fees), remains unchanged unless varied by agreement or court order. The Father's share of that \$2,100 remains at 66.66%. In fact, based on the figures for university education (including accommodation and food) which both parties were working on, it appeared that the Father's maintenance payments would gradually decrease in subsequent years.

111 In the meantime, the Father was to pay arrears of maintenance arising from the difference between \$8,640 and \$7,834.48 per month.

112 The Father also claimed that the Mother had received the return of a deposit from the Singapore school of the children when they ceased to study there. The deposit was \$14,697.10. This deposit had not been taken into account in the division of matrimonial assets under my oral judgment. As the Court of Appeal had granted the Mother 40% of the matrimonial assets, he was entitled to 60% of such assets which should include the deposit. 60% of \$14,697.10 is \$8,818. The Mother initially denied that she had received the deposit but could no longer do so in the light of documentary evidence from the Father.

113 The Mother had claimed the cost of braces for the younger child (see [85] above) and I granted the Father up to 8 June 2015 to try and agree with the Mother on this item failing which the court would decide on it.

114 I also made orders allowing various set-offs as stated in the Second Judgment.

115 The Mother did also seek an order that the Father was to contribute to pay a list of additional expenses if and when they should be incurred but I declined to make such an order as it was too open-ended.

116 In the circumstances, the Mother succeeded partially in her summons and the Father was largely unsuccessful in his summons.

## **Disbursements**

117 The Mother claimed various disbursements incurred for the two summonses. I allowed her some of the disbursements which I fixed at \$2,855. A breakdown is set out in the Second Judgment.

118 I was of the view that although the Mother had presented her claim for an increase in maintenance for the children in a confusing manner, she had tried to resolve this amicably with the Father and had even suggested mediation. However, as stated above, there was no response by the Father to this proposal.

119 Secondly, the Father's initial response was also un-cooperative in another sense. When the Mother initially wrote in to complain that the Father was not paying his share of an increase in the tuition or school fees, the Father relied on a technical ground instead. His point was that the First Judgment, which took into account an increase in school fees, was restricted to a one-off increase which the court had been informed of prior to the First Judgment. Therefore, technically, he was not obliged to pay a further increase. Even after the Registrar of the Supreme Court had conveyed the court's suggestion that the First Judgment be used as a guide for future increases in fees so as to avoid a court application, the Father did not yield.

120 Even after the Mother had filed her summons to seek an increase in the maintenance for the

children, the Father countered with his own summons. As mentioned above, he sought to thwart her summons by asking for the First Judgment to be rescinded or for care and control of the children to be granted to him. As an alternative, he then argued against an increase.

121 The Mother was therefore forced to file her summons and to respond to the Father's summons. As the Mother was partially successful while the Father was largely unsuccessful, I was of the view that the Mother was entitled to some reimbursement for her disbursements but not to full reimbursement. Other reasons for why she was not entitled to full reimbursement are stated below.

122 For example, the Mother was claiming to have to come to Singapore on various occasions to file documents in court and therefore claimed various flight expenses. I was of the view that she did not have to come to Singapore each time she had to file her documents in court. Previously she had engaged solicitors to act for her. It would have been a simple matter for her to ask them or another firm of solicitors to help her and file the documents which she could send to them by post or by courier. However, she intimated that she had approached solicitors who had asked for a large sum of money as a deposit first. I found it hard to accept such an explanation without documentary evidence to support it. Furthermore, as she had been living in Singapore for several years, she would have had friends in Singapore who could assist her just to file her documents for her. Indeed, she exhibited in her reply affidavit to the Father's summons a letter from a friend in Singapore describing her as a warm and caring mother. That friend identified herself as a lawyer. Whether that friend was a practising lawyer in Singapore and whether that friend was practising Singapore law, that friend could surely have performed the relatively simple task of filing the Mother's documents in court for her if the Mother had asked her to do so. In my view, the Mother chose not to do so.

123 Therefore, I allowed her some disbursements for one return flight to Singapore to attend the hearing before me and one return taxi fare to and from the airport. I also allowed her four nights of hotel accommodation, instead of the nine nights she was claiming for her attendance at the hearing on 27 April 2015. I was of the view that four nights was a reasonable duration to be in Singapore before and after the fixed date for the hearing.

124 I also allowed her partial but not complete reimbursement of her disbursements for notary, copies and filing fees because I was of the view that her affidavits contained repetitive allegations.

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