

# Gifts from the Vrijmoed's

When Christine's parents began supporting us financially in 2004, they intended to help us build a stable home together. From 2004 through 2009, they contributed approximately HK\$4 million, which went directly to the mortgage and other family expenses. Importantly, these contributions were not presented with any indication of debt or repayment; they were designated as "support" or "mortgage payment," reflecting their role as family gifts to help Christine and me establish a home.

## I. The Original Intent: Family Support, Not Debt

From the beginning, the language around these contributions was straightforward. In every instance, Christine's parents referred to their financial support as help for the mortgage, never as loans. This characterization was confirmed by a critical email on January 14, 2007. Christine's father explicitly stated, **"There is no debt,"** and addressed **Christine and me as "the only owners" of our home**. This was not a minor remark but a clear statement of intent, reinforcing that these funds were gifts, free of any repayment obligation or strings attached.

This statement, made after years of contributions, sets a clear precedent: Christine's parents viewed their financial support as an investment in our shared future, not as a personal debt owed by Christine. They intended for us to use these funds to reduce our mortgage burden, build equity, and strengthen our family's financial position, with no expectation of repayment.

## II. Consistent Language and Documentation from 2004 to 2009

Between November 5, 2004, and January 11, 2007, Christine's parents contributed roughly HK\$1.48 million, all documented as informal family support without any mention of loans or repayment terms. Every transaction followed this pattern, with contributions directed to our joint accounts and used for shared expenses like our mortgage. This period **reflects a straightforward, transparent approach** where the family's intention was never questioned. There were no loan agreements, interest charges, or repayment schedules, all of which would have indicated a loan, not a gift.

As documented from 2004 through 2009, the evidence shows that everyone involved understood and treated these funds as gifts to support our shared home. We made countless financial decisions during these years, relying on this understanding, which shaped our lives, from budgeting to planning for the future. I thanked her Dad for these gifts and the impact they made.

## III. The 2010 Reclassification as "Interest-Free Loans"

In 2010, however, Christine's parents retroactively began to reframe these past contributions as **"interest-free loans" against Christine's inheritance**. This was the first time that terms like "inheritance deduction" and "loan" entered the conversation. They created "Pro Memos" and balance sheets that attempted **to formalize a new understanding of these contributions**, marking them as debt rather than the gifts they had initially been.

Typical Loan Requirement	This Case: Family Support to Christine and Robert
Signed Agreement	No signed loan agreement exists for any of the funds transferred from 2004 to 2009.
Repayment Schedule	No repayment terms were outlined or scheduled at the time of transfer.
Interest Rate or Terms	No interest rate was applied; funds were consistently labeled as “support” or “mortgage payment.”
Acknowledgment from Both Parties	Robert, as co-owner of the property, did not sign or acknowledge any loan terms.
Collateral or Security Requirement	There was no collateral, security, or conditional requirement documented for these transfers.

This reclassification was not supported by any loan documentation typical of such transactions—no signed agreements, interest rates, agreed-upon repayment schedules, and, importantly, no conversation or consent from both parties who had relied on these funds as gifts. **This abrupt shift contrasts with the previous six years of consistent treatment as gifts.** It disregards the shared ownership and mutual reliance on these contributions as part of our community property.

The timing of this reclassification is highly questionable, as it only occurred long after the funds had been given and spent on shared assets. **We had built a life and made financial decisions based on the assumption that these contributions were non-repayable support for our family,** which Christine’s father explicitly acknowledged in 2007. Changing this understanding three years later is inconsistent and unfair, as it retrospectively alters the foundation of our shared financial planning.

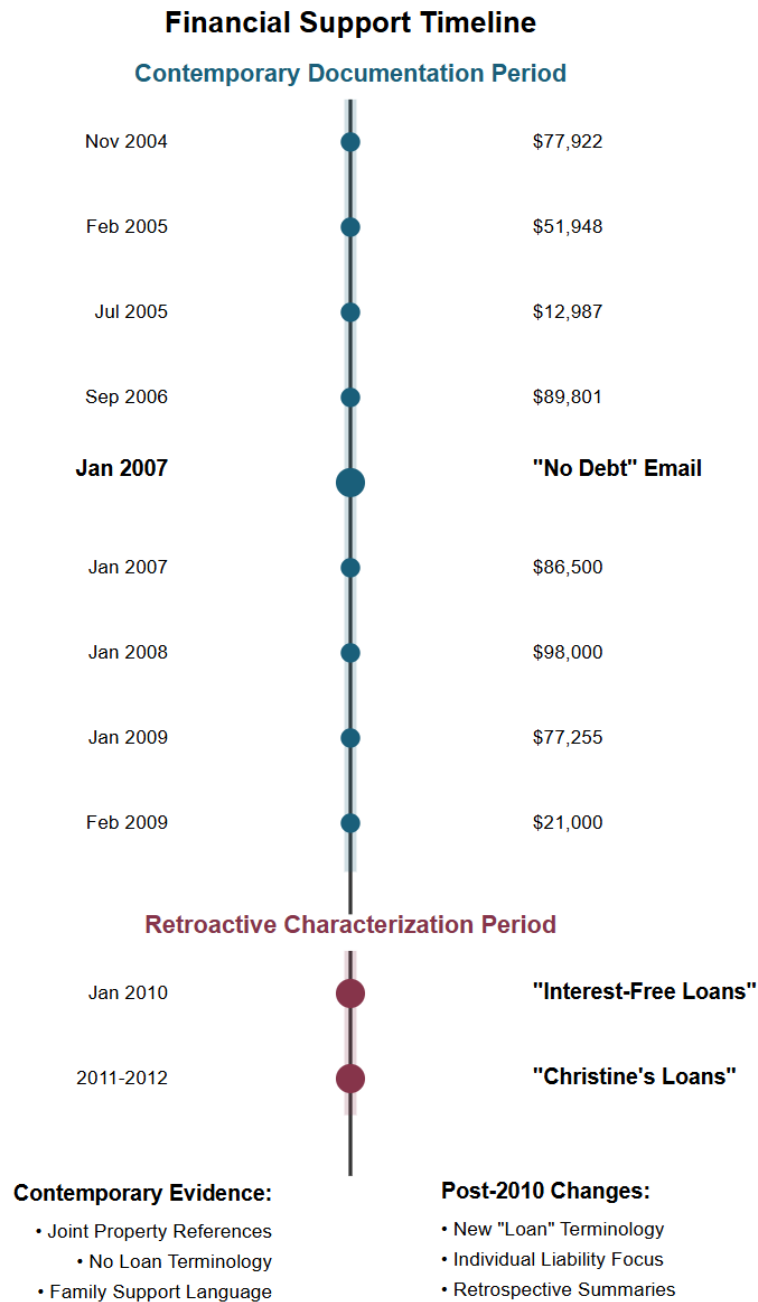
#### IV. Legal and Equitable Implications

If the court were to uphold this reclassification as loans against Christine’s inheritance, it would create an inequitable situation where funds given freely to support our family and reduce our mortgage burden would now serve to reduce my share of our jointly owned property. This reclassification attempts to change the nature of community property by transforming shared support into a separate debt, to my detriment. Additionally, Washington State’s community property principles favor assets and contributions to marriage being jointly owned and equitably shared, which supports treating these funds as community gifts rather than individual debts. **This would infer that Christine secretly owned 25% more equity than me, which is not the case and would be unfair.**

So, I am challenging this reclassification as contrary to the contributions’ original intent and the practical realities of how they were used. **Christine’s parents had years to define these funds as loans but chose to characterize them as support and gift contributions** toward our shared home instead. The retrospective attempt to reclassify them undermines the principles of fairness and equitable division that guide Washington’s community property laws and threatens to alter the distribution of assets in our case unfairly.

## V. Conclusion: Honoring the Original Intent and Protecting Community Equity

The attempt in 2010 to reframe these contributions as loans are inconsistent with the original intent, lacks any of the formal indicators of a loan, and threatens to unjustly alter the division of our jointly owned property. The timeline and documentation from 2004 to 2009 present a consistent, clear picture: Christine's parents' contributions were gifts intended to benefit our family and our shared home without repayment expectations. I respectfully request that these funds be recognized as gifts, consistent with their original purpose and the mutual reliance they supported so that our family's shared assets can be divided fairly and equitably.



## Appendix

### *Annotated Timeline of Key Shifts in Language and Documentation*

#### ➤ **2004-2009: Family Support and Gift Characterization**

- a. **November 5, 2004:** Initial transfer of HK\$600,000 described as “support” or “mortgage payment.”
- b. **February 2, 2005 - January 11, 2007:** Additional transfers totaling around HK\$1.48 million. All transactions use informal support language and show no indication of loan terms.
- c. **January 14, 2007 Email:** Christine’s father explicitly states, “There is no debt,” and addresses both “Robert and you” as “the only owners” of the house. This email shows that these funds were intended as gifts without repayment obligations.

#### ➤ **2010: Reclassification as “Interest-Free Loan”**

- a. **January 22, 2010 Email:** This marks the first documented appearance of “interest-free loan” terminology. The email from Christine’s father includes retrospective “Pro Memos” and balance sheets that refer to prior gifts as “interest-free loans” for the first time.
- b. **Balance Sheets and Pro Memos (2011-2012):** These summaries introduce terms like “inheritance deductions” and attempt to formalize the reclassification. However, they lack the formal features of a genuine loan and are created after the fact to change the original understanding of these funds.

#### ➤ **Pre-2010 Consistency vs. Post-2010 Reclassification**

- a. **Pre-2010 Language:** The documentation from 2004 to 2009 consistently uses terms like “support” and “mortgage payment” without any mention of loans.
- b. **Post-2010 Language:** In contrast, the 2010 documentation shift introduces more formal, accounting-oriented terms—“interest-free loan” and “inheritance deduction”—indicating an apparent narrative change rather than a continuation of the original family intent.

This structured comparison and annotated timeline comprehensively respond to Christine’s argument. **The absence of loan standards, combined with the shift in language only in 2010, strongly supports Robert’s position that these funds were originally family gifts.** The checklist and timeline reinforce that these were intended as informal support, without repayment obligations, and that the reclassification does not align with the original intent. Please see the additional visual representation on the following page.

### *Gifts Conveniently Transform to Loans Between Christine and Me*