

Thery Patrice Roger v Tan Chye Tee
[2014] SGCA 20

Case Number : Civil Appeal No 77 of 2013
Decision Date : 11 April 2014
Tribunal/Court : Court of Appeal
Coram : Chao Hick Tin JA; Andrew Phang Boon Leong JA; Judith Prakash J
Counsel Name(s) : S Magintharan and Liew Boon Kwee James (Essex LLC) for the appellant; Koh Tien Hua and Rachel Gan (Harry Elias Partnership LLP) for the respondent.
Parties : Thery Patrice Roger — Tan Chye Tee

Family Law – Matrimonial Assets – Division

Family Law – Maintenance – Wife

Family Law – Maintenance – Child

[LawNet Editorial Note: This was an appeal from the decision of the High Court in [\[2013\] SGHC 191.](#)]

11 April 2014

Judgment reserved.

Andrew Phang Boon Leong JA (delivering the judgment of the court):

Introduction

1 This is an appeal by the husband against the orders made by the High Court judge (“the Judge”) in relation to the division of matrimonial assets and maintenance for the wife and children. The Judge’s grounds of decision may be found at *Thery Patrice Roger v Tan Chye Tee* [2013] SGHC 191 (“the GD”).

Background

2 The parties were married on 20 July 1991. The husband is a 68 year old retiree. He drew a monthly salary of \$5,000 as an employee of a defence sales consultancy company before he retired in 2003. The wife is a 58 year old freelance trainer and draws a salary of between \$4,000 and \$7,000 a month.

3 The parties have two children, a son aged 26 and a daughter aged 24.

4 The wife commenced divorce proceedings on 14 July 2010 and interim judgment was granted on 31 May 2011.

The purchase and sale of the matrimonial homes

5 The parties’ first matrimonial home was an apartment at 235 Tembeling Road (“the Katong Gardens property”). It was purchased in 1991 for \$590,000 and sold on 6 March 2007 for \$980,000. Approximately two weeks before the Katong Gardens property was sold, the parties purchased their second matrimonial home, a landed property at Loyang View, for \$728,000 (“the Loyang View

property"). As the sale of the Katong Gardens property was only completed after the purchase of the Loyang View property, the wife took three loans from United Overseas Bank Limited ("UOB") to finance the purchase of the latter property: (a) a Hi-Plus loan of \$509,600 ("the Hi-Plus Loan"); (b) a bridging loan of \$36,400 ("the Bridging Loan"); and (c) a short-term loan of \$145,600 ("the Short-Term Loan"). The Bridging Loan and the Short-Term Loan were later repaid in full out of the sale proceeds of the Katong Gardens property. The sale proceeds of the Katong Gardens property were deposited into the wife's UOB HomePlus account.

6 In August 2010, the Loyang View property was sold for \$1,080,000. The net sale proceeds of \$742,687.81 are currently being held by the parties' conveyancing solicitors, Andrew Ee & Co. The sale proceeds of the Loyang View property are the only matrimonial assets that are in contention before us.

The decision of the court below

7 The Judge attributed the sale proceeds of the Katong Gardens property to the parties in equal shares because she thought that the respective contributions of the parties to the property were unclear. In so doing, she rejected the husband's claim that he alone had been servicing the mortgage repayments for the Katong Gardens property because it was not supported by any documentary evidence, save for a letter of offer and two other documents from Oversea-Chinese Banking Corporation Limited ("OCBC").

8 After a consideration of the parties' other financial and non-financial contributions, the Judge concluded that the wife was entitled to 90% of the sale proceeds of the Loyang View property.

9 The Judge drew an adverse inference against the husband in the light of his deliberate non-disclosure and dissipation of assets. She held that the husband had the means to pay maintenance to the wife and ordered a sum of \$70,000 to be paid as lump sum maintenance. The Judge also ordered the husband to pay for the children's educational expenses.

10 Consequently, the Judge made the following orders:

(a) The wife shall have 90% of the net sale proceeds of the matrimonial home at Loyang View property amounting to \$779,163.79.

(b) The husband shall be entitled to but shall not be paid the balance 10% of the aforesaid sale proceeds as the sum of \$77,916.38 shall be paid as to (i) \$50,450 to the son's bank account or to the wife on the son's behalf, for his tertiary education; and (ii) the balance of \$19,466.38 as partial refund to the wife for the fees paid by the wife for the daughter's education at the Royal Melbourne Institute of Technology ("RMIT") from 2010 to 2011.

(c) In lieu of periodic maintenance, the wife shall be paid a lump sum of \$70,000 by the husband in four equal monthly instalments of \$17,500 each with effect from 1 August 2013, for which the husband would tender to the wife four post-dated cheques bearing the dates 1 August 2013, 1 November 2013, 1 February 2014 and 1 May 2014.

(d) Each party would retain his or her own assets save that the husband shall also reimburse the wife \$54,475 for the shortfall in the refund of her CPF contributions utilised in the purchase of the Loyang View property, less the balance in the bank account of Sof-Sea Pte Ltd ("SOFSEA") which balance monies should be paid to the wife.

11 The husband was dissatisfied and appealed against all the orders made by the Judge.

The issues before us

12 The main focus in the present appeal relates to the division of matrimonial assets. The issues are whether the Judge erred in:

- (a) deciding that the respective contributions of the parties to the Katong Gardens property were unclear;
- (b) arriving at a 90:10 division of the sale proceeds of the Loyang View property in favour of the wife; and
- (c) the quantification of the sale proceeds available for division.

13 The remaining issues of the present appeal, which relate to the wife and children's maintenance, are whether the Judge erred in:

- (a) awarding lump sum maintenance of \$70,000 to the wife;
- (b) awarding maintenance of \$50,450 for the son's education; and
- (c) awarding maintenance of \$19,466.38 for the daughter's education.

Our decision

Division of matrimonial assets

Whether the Judge erred in attributing the sale proceeds of the Katong Gardens property to the parties in equal shares

14 The Judge referred to the Singapore District Court decisions of *Tan Bee Bee v Lim Kim Chin* [2004] SGDC 67 and *ACM v ACN* [2009] SGDC 411 and held that equal attribution to the parties of the previous matrimonial home's sale proceeds was appropriate where the respective contributions of the parties to the previous property were unclear. The Judge thought that this principle was applicable to the facts of the present case because the respective contributions of the parties were unclear.

15 With respect, we are unable to agree. Although there are some gaps in the evidence due to the passage of time, there is nonetheless sufficient evidence to ascertain the parties' respective contributions to the Katong Gardens property. The husband claims to have been solely responsible for the \$200,000 down payment on the property and the subsequent monthly mortgage payments. [\[note: 1\]](#) On the other hand, the wife claims that she had contributed \$87,053.78 from her CPF account towards the purchase of the property. [\[note: 2\]](#) She also claims to have paid for property taxes, [\[note: 3\]](#) fire insurance and condominium maintenance fees [\[note: 4\]](#) while the husband contends that these payments were made jointly. [\[note: 5\]](#)

16 Since the wife did not claim to have paid for the down payment or the mortgage instalments, we reach the inescapable (and, indeed, logical) conclusion that the husband must have paid for the down payment and mortgage instalments. This was not seriously disputed by counsel for the wife, Mr Koh Tien Hua ("Mr Koh"), at the hearing before us. Although there was no direct documentary

evidence of the husband's mortgage repayments, the husband exhibited a letter of offer from OCBC setting out the terms of the housing loan and the term loan in November 2002. [\[note: 6\]](#) Counsel for the husband, Mr S Magintharan ("Mr Magintharan"), explained at the hearing before us that the additional term loan was for the running of the parties' business. This was again not disputed by Mr Koh. Apart from the letter of offer, there were two statements of account from OCBC dated 31 December 2005 which stated the outstanding amounts on the housing loan and the term loan. [\[note: 7\]](#)

17 Mr Koh argues in his written submissions that the husband's claim to have paid for the mortgage instalments should be rejected because the sums "do not tally". Specifically, he argues that the outstanding amount on the term loan at completion should have been \$177,230.72 based on the terms in the letter of offer. However, he points out that the outstanding amount on the loan at completion was in fact \$225,784.35.

18 The difficulty we have with Mr Koh's submission is that it fails to include the housing loan of \$56,500. Once this amount is included, it becomes clear that the sums do in fact tally: $(\$282,000 + \$56,500) \text{ [\[note: 8\]](#) - } (\$1,880.88 \text{ [\[note: 9\]](#) } \times 56 \text{ months [\[note: 10\]](#) }) = \$233,170.72$. The minor discrepancy between \$233,170.72 and the actual figure of \$225,784.35 is likely to be attributable to the variable interest charged on the housing loan and the term loan (see cll 1(d) and 2(c) of the OCBC letter of offer).

19 In so far as the indirect financial contributions of the parties are concerned, we are of the view that the wife was largely responsible for the payment of property tax and condominium maintenance fees on the Katong Gardens property. There is evidence that the payments for property tax [\[note: 11\]](#) and condominium maintenance fees [\[note: 12\]](#) were made from the wife's POSB account. It is significant to note in this regard that the husband did not contend in his three affidavits of assets and means that he had paid for the property tax or the condominium maintenance fees. However, the fire insurance payments were made out of the parties' joint OCBC account [\[note: 13\]](#) and should therefore be attributed to the parties in equal shares. In summary, the parties' respective financial contributions to the Katong Gardens property are as follows:

Item	Husband's contribution	Wife's contribution
Down payment	\$200,000	-
Mortgage payments 1991 to November 2002 November 2002 to July 2007	\$243,100 ($\$1,700 \text{ [note: 14] } \times 143$ months) \$112,715.65 ($\$56,500 + \$282,000 -$ $\$225,784.35$)	-
CPF	-	\$87,053.78 [note: 15]
Fire insurance	\$11,205 (50% share)	\$11,205 [note: 16] (50% share)
Condominium maintenance fees	-	\$83,136 ($\$77,760 +$ $\$5,376$) [note: 17]

Property tax	-	\$15,674.64 [note: 18]
Total	\$567,020.65	\$197,069.42
Percentage	74.2%	25.8%

20 The net sale proceeds of the Katong Gardens property are \$375,713.98. This is the sum of \$9,800 [\[note: 19\]](#) (the 1% option fee), \$27,050.50 (the 4% payment for the exercise of the option less commission and fees) and \$338,863.48 [\[note: 20\]](#) (the amount due to the parties upon completion).

21 Therefore, the husband's share of the Katong Gardens property sale proceeds would have been \$278,779.77 (74.2% of \$375,713.98) while the wife's share would have been \$96,934.21 (25.8% of \$375,713.98). However, these were not the amounts that were eventually credited to the parties as their financial contributions to the Loyang View property. We will elaborate upon the reasons for this below.

22 Before we turn to the assessment of the parties' contributions to the Loyang View property, there are two points that we should clarify.

23 First, the determination of the parties' financial contributions to the Katong Gardens property above is necessary in order to achieve a fair and equitable division of the sale proceeds from the Loyang View property. As mentioned earlier, the wife took three loans from UOB to finance the purchase of the Loyang View property and the sale proceeds from the Katong Gardens property were then used to repay these three loans. It would have been an impossible task to determine the appropriate credit to be given to the parties for the three loans without reference to their contributions to the Katong Gardens property. It would have also been patently inequitable if the wife were credited with the *entire* quantum of the three loans. Therefore, a consideration of the parties' contributions to the first matrimonial home is necessary on the present facts.

24 Secondly, we find it inappropriate to determine the parties' *non-financial* contributions to the Katong Gardens property as at the date of the sale of that property because they should be "assessed and applied at the *end* of the marriage" [emphasis in original], with a full appreciation of the entire context and circumstances of the marriage (see the decision of this court in *AYQ v AYR and another matter* [2013] 1 SLR 476 at [23]).

Whether the Judge erred in arriving at a 90:10 division of the sale proceeds of the Loyang View property in favour of the wife

The three loans

25 As mentioned above (at [5]), the wife took out three loans from UOB to finance the purchase of the Loyang View property before the sale of the Katong Gardens property was complete. The two smaller loans, *ie*, the Bridging Loan and Short-Term Loan, were fully repaid soon after the sale of the Katong Gardens property in July 2007. [\[note: 21\]](#) Since these two loans were repaid out of the sale proceeds of the Katong Gardens property, we credit the parties with the repayment of these two loans in the same 74.2:25.8 proportion ascertained above (at [21]). This works out to be \$135,044 and \$46,956 for the husband and wife, respectively.

26 Unfortunately, ascertaining the parties' respective contributions towards the repayment of the

third loan, *ie*, the Hi-Plus Loan, is not as straightforward due to the long period of repayment via instalments as well as the various transactions made by the wife.

27 The total amount borrowed under the Hi-Plus Loan was \$509,600. After an initial payment of \$154,140 was made towards repayment of the loan from the wife's CPF account, the outstanding amount on the loan was approximately \$355,460. We note here that the wife could have used the sale proceeds from the Katong Gardens property, which amounted to \$375,713.98, to pay off the outstanding amount on the Hi-Plus Loan. Instead, she chose to repay the loan in monthly instalments from her UOB HomePlus account where the sale proceeds from the Katong Gardens property had been deposited. This method of repayment naturally incurred interest which formed a component of the monthly instalments made by the wife.

28 It is apposite at this point to mention two other transactions executed by the wife. The first is a withdrawal of \$220,000 from her UOB HomePlus account on 3 September 2010. [\[note: 22\]](#) The husband alleges that this withdrawal was calculated to dissipate the matrimonial assets before the divorce. The wife's only response to this is that the husband's allegation is "unsupported and speculative". [\[note: 23\]](#) Although this large withdrawal is mitigated to some extent by a deposit of \$87,000 on the same day, [\[note: 24\]](#) a significant part of the withdrawn sum – \$133,000 – remains unaccounted for. We will return to this alleged dissipation of \$133,000 below (at [52]).

29 The second transaction is a term loan of \$123,000 taken out by the wife in December 2008 [\[note: 25\]](#) from UOB to help her niece in the purchase of a Housing Development Board flat. [\[note: 26\]](#) Repayments for this loan also came from the UOB HomePlus account. When the Loyang View property was sold, the outstanding amount on this term loan was \$80,151.61.

30 As a result of the two transactions mentioned above as well as the wife's decision to repay the Hi-Plus Loan in instalments, \$124,990.06 remained outstanding on the Hi-Plus Loan [\[note: 27\]](#) when the Loyang View property was sold in August 2010. This means that \$263,612.12 was paid towards the Hi-Plus Loan after the initial \$154,140 had been paid from the wife's CPF account (\$263,612.12 is obtained by adding the principal, \$230,469.94, [\[note: 28\]](#) and interest, \$33,142.18, [\[note: 29\]](#) of the Hi-Plus Loan together).

31 The present situation contrasts starkly with the hypothetical scenario in which the Hi-Plus Loan is promptly repaid in its entirety using the sale proceeds of the Katong Gardens property. In that scenario, only a negligible amount of interest would have been incurred and there would have been no outstanding amount owed on the loan upon the sale of the Loyang View property. It would also have been straightforward for this court to have credited the parties with the repayment of the loan in the same 74.2:25.8 proportion as the first two loans. We mention this only to illustrate that the wife had enjoyed a substantial financial benefit from her arrangement of the parties' financial affairs with UOB as set out above. In particular, the wife's decision to pay the loan in instalments gave her the flexibility of withdrawing a considerable sum of money, *ie*, a net amount of \$133,000 (see above at [28]), at a later point in time for an undisclosed purpose. It also gave her the financial wherewithal to make instalment payments amounting to \$42,848.39 on an additional loan that she had taken out for the benefit of her niece (see above at [29]).

32 In the circumstances, we think that it is just and equitable to credit the husband with \$263,612.12. This is the entire amount that was repaid on the Hi-Plus Loan. We should mention that this figure is marginally lower than the sum of \$278,779.77 that the husband would have been credited with if the entire sale proceeds of the Katong Gardens property had been used at the outset

to repay the Hi-Plus Loan (see above at [21]).

The indirect financial contributions

33 The wife's contributions towards the legal fees and the stamp fees for the property were not disputed by the husband. [\[note: 30\]](#) In so far as the renovation expenses are concerned, we do not think that there is any reason to interfere with the Judge's finding that the wife had paid for these expenses. Although the invoices exhibited by the wife do not actually demonstrate who paid for the various expenses, the invoices were mostly addressed to the wife. In addition, the husband did not claim in his first affidavit of assets and means to have contributed to the renovation expenses of the Loyang View property. [\[note: 31\]](#)

34 The table below summarises the parties' respective contributions to the Loyang View property:

Item	Husband's contribution	Wife's contribution
Repayment of the Bridging Loan and Short-Term Loan	\$135,044	\$46,956
Repayment of the Hi-Plus Loan (From CPF)	\$263,612.12 -	- \$154,140
Renovation expenses	-	\$22,810.45
Stamp fees	-	\$16,950
Legal fees	-	\$4,068.87
Total	\$398,656.12	\$244,925.32
Percentage	61.9%	38.1%

The indirect non-financial contributions

35 On the facts, it is apparent that the wife made significant contributions to the 19-year marriage in raising the two children and looking after the matrimonial home. The children, who were both more than 20 years of age at the time their affidavits were filed, testified to the same. We also note that the wife fulfilled her responsibilities as a mother and wife even though she spent a significant part of her time working as a freelance trainer.

36 The husband claims he contributed by cooking for family gatherings, paying for family holidays and electronic items and ferrying the children around for their activities.

37 Having considered all the circumstances of the case, we are of the view that it is just and equitable that the wife be awarded 55% of the sale proceeds of the Loyang View property.

The quantum of sale proceeds available for division

38 The Judge held that the net sale proceeds of the Loyang View property that was available for division was \$779,163.79. She arrived at the sum from the following calculations (see GD at [36]):

Item	Amount
Net sale proceeds of the Loyang Property held by conveyancing lawyers	\$742,687.81
Add \$10,800 being the 1% option money held by the wife	+ \$10,080 [note: 32]
Less \$54,475.63 being the remainder of the wife's CPF contribution over and above the minimum amount refunded to the wife's CPF account	- \$54,475.63
Add \$80,151.61 being the amount outstanding on a term loan that was not a matrimonial debt	+ \$80,151.61
Net sale proceeds of the Loyang Property available for division	\$779,163.79

39 In our view, however, the correct amount is \$945,518.42, as calculated below:

Item	Amount
Net sale proceeds held by conveyancing lawyers	\$742,687.81
Add the 1% option money held by the wife	+ \$10,800
Add the outstanding amount on the \$123,000 term loan	+ \$80,151.61
Add the amount refunded to the wife's CPF account	+ \$111,879
Total	\$945,518.42

40 To elaborate, the Judge, with respect, erred in deducting the sum of \$54,475.63. The original amount contributed to the property from the wife's CPF account was \$154,140. Upon completion, the wife was supposed to have transferred \$166,694.82 back into her CPF account (the difference of \$12,554.82 being accrued interest). However, the CPF Board only required \$111,879 of this amount to be refunded because the wife had attained 55 years of age. [\[note: 33\]](#) This sum is commonly known as the CPF Minimum Sum. Since only \$111,879 was subtracted from the sale proceeds, the Judge deducted a further \$54,475.63 because she thought that the entire sum of \$166,694.82 should have been excluded from the net sale proceeds. On the contrary, we think that the amount refunded to the wife's CPF account (*ie*, \$111,879) should be *included* in the net sale proceeds for division because the wife has already been credited for her initial CPF contribution of \$154,140 (see above at [34]).

41 In so far as the sum of \$80,151.61 was concerned, this was the amount outstanding on the \$123,000 term loan taken by the wife when the Loyang View property was sold (see above at [29]). The wife admits that this loan is not a matrimonial debt. Since \$80,151.61 was paid to UOB on completion of the sale of the Loyang View property, a corresponding amount was deducted from the net sale proceeds. Therefore, this amount should be added back to the sale proceeds for division.

The remaining issues

The other matrimonial assets

42 The Judge ordered each party to retain their own assets. However, the husband was ordered to

reimburse the wife \$54,475 for the shortfall in the refund of her CPF contribution less the balance in the bank account of SOFSEA amounting to \$17,887.18. In short, the husband was ordered to pay \$36,587.82 to the wife.

43 As explained above, this order is superfluous because the wife's contribution of \$154,140 from her CPF account to the Loyang View property has already been fully accounted for. In so far as the bank balance of SOFSEA is concerned, no order is necessary because the company belongs solely to the wife after the transfer of the husband's shares to her. We also note that the husband has not made any submissions regarding SOFSEA's bank balance.

44 Accordingly, we uphold the Judge's order for each party to retain their own assets but reverse the order relating to the reimbursement of \$54,475.

Whether the Judge erred in awarding lump sum maintenance of \$70,000 for the wife

45 Mr Magintharan argued that the wife should not be awarded maintenance because: (a) the husband is a 68 year old retiree with multiple medical issues; (b) the wife earns more income and has more assets than the husband; (c) the husband has greater financial needs than the wife; and (d) the husband contributed equally to the welfare of the family in the course of the marriage.

46 We are satisfied that the Judge had given due regard to all the circumstances of the case, including the factors mentioned above. Although the award may seem a little generous on the facts of this case, we see no reason to interfere with it given our decision to reduce the wife's share of the matrimonial assets. This consideration of each party's share of the matrimonial assets when deciding the appropriate award of maintenance is permitted by the Women's Charter (Cap 353, 2009 Rev Ed) ("the Act") (see, in particular, s 114(1)(a) of the Act).

47 Therefore, we affirm the Judge's award of \$70,000 to the wife as lump sum maintenance.

Whether the Judge erred in awarding maintenance of \$50,450 for the son's education

48 Mr Magintharan submits that the Judge erred in awarding maintenance for the son. He argues that it is clear from s 69(3)(b) of the Act that any application for maintenance of a child above 21 years of age has to be made by the child and not the parent. Since the son was already 25 years old when ancillary hearing took place, he should have applied for maintenance personally. Mr Magintharan adds that the son had not stated on affidavit that he was enrolled in a course at the Kaplan Higher Education Institute.

49 Section 69(3) of the Act states as follows:

- (3) An application for the maintenance of a child under subsection (2) may be made by —
- (a) any person who is a guardian or has the actual custody of the child;
 - (b) where the child has attained the age of 21 years, by the child himself;
 - (c) where the child is below the age of 21 years, any of his siblings who has attained the age of 21 years; or
 - (d) any person appointed by the Minister.

50 We would generally agree with Mr Magintharan's submissions on this point. Since the son has

already attained 21 years of age, we think that he should have personally made an application for maintenance under s 69(3)(b). We also think that the wife is not in a position to apply for the son's maintenance on his behalf under s 69(3)(a) because it cannot reasonably be said that she is a "guardian" or in "actual custody" of her 25 year old son. In any case, we are unable to uphold the order of maintenance for the son's education based on the evidence before us. The son failed to state on affidavit that he was enrolled in a course at the Kaplan Higher Education Institute. Nor did he provide on affidavit details of the expenses incurred in studying at the institute. Under these circumstances, we think that the Judge, with respect, erred in awarding maintenance for the son in the sum of \$50,450.

Whether the Judge erred in awarding maintenance of \$19,466.38 for the daughter's education

51 Mr Maginathan argues in this particular regard that the wife had failed to produce any evidence with respect to the university course fees or the actual amounts paid by her. He further submits that the daughter's education was not paid for by the wife but from the matrimonial assets. To buttress this submission, he points to the \$220,000 withdrawal on 3 September 2010 from the wife's UOB account which has not been accounted for.

52 As mentioned above at [28], a sum of \$87,000 was deposited into the wife's UOB account on the same day as the \$220,000 withdrawal, [\[note: 34\]](#) meaning that a net amount of \$133,000 was withdrawn on 3 September 2010. This sum is comparable to the figure of \$138,908.16 claimed by the wife as her expenditure on the daughter's overseas education. [\[note: 35\]](#) The timing of this withdrawal from the wife's account is also significant. The daughter graduated from Temasek Polytechnic in May 2010 and started her term at RMIT in July 2010. [\[note: 36\]](#) Approximately two months later, on 3 September 2010, the wife withdrew a net amount of \$133,000 from her UOB HomePlus account into which the Katong Gardens property sale proceeds had been deposited. During this period, the wife was sending money over to the daughter for her education expenses. In total, \$113,180 was remitted to the daughter between May 2010 and May 2011. [\[note: 37\]](#)

53 In the circumstances, we are of the view that the daughter's educational expenses were paid out of the matrimonial assets. We therefore see no need to award maintenance to the wife for the daughter's education.

Conclusion

54 For the reasons set out above, we accordingly allow the appeal with regard to the issue of the division of matrimonial assets and maintenance for the children's education. Accordingly, we make the following orders:

(a) The wife is entitled to 55% of the net sale proceeds of the Loyang View property. This amounts to \$520,035.13 (55% of \$945,518.42). For the avoidance of doubt, the wife is only entitled to receive \$317,204.52 because \$111,879 and the \$10,800 option fee have already been transferred to her CPF and POSB account, respectively. A further amount of \$80,151.61 is deducted because this was the outstanding amount on the \$123,000 term loan which was repaid to UOB when the Loyang View property was sold. The wife has accepted that this loan was not a matrimonial debt [\[note: 38\]](#) and we therefore deduct the aforementioned amount of \$80,151.61 from her share of the sale proceeds.

(b) The husband is entitled to the remaining 45% of the net sale proceeds of the Loyang View property. This amounts to \$425,483.29 (45% of \$945,518.42).

- (c) Each party is entitled to retain their own assets.
 - (d) The wife is entitled to lump sum maintenance of \$70,000.
 - (e) No maintenance order is made in respect of the children, without prejudice to the son making a fresh application for maintenance in his own right (see above at [50]).
 - (f) The husband is awarded 80% of his costs both here and in the court below.
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[\[note: 1\]](#) Appellant's Core Bundle (Part B) ("ACB(B)"), p 25.

[\[note: 2\]](#) *Ibid*, p 11.

[\[note: 3\]](#) Record of Appeal ("RA") Vol 3 (Pt F), pp 158-160.

[\[note: 4\]](#) RA Vol 3 (Pt G), p 41.

[\[note: 5\]](#) Appellant's Case ("AC"), p 7.

[\[note: 6\]](#) ACB(B), pp 18-19.

[\[note: 7\]](#) RA Vol 3 (Pt C), pp 135-136.

[\[note: 8\]](#) ACB(B), pp 18-19.

[\[note: 9\]](#) Comprising the sums of \$313.94 and \$1,566.94: see ACB(B), p 19.

[\[note: 10\]](#) November 2002 to July 2007.

[\[note: 11\]](#) RA Vol 3 (Pt G), pp 166-264.

[\[note: 12\]](#) RA Vol 3 (Pt E), pp 249-253 and RA Vol 3 (Pt G), pp 236, 242, 249 and 262.

[\[note: 13\]](#) RA Vol 3 (Pt E), pp 223-224.

[\[note: 14\]](#) RA Vol 3 (Pt C), p 57.

[\[note: 15\]](#) RA Vol 3 (Pt E), p 207.

[\[note: 16\]](#) *Ie*, \$112.61 x 199 months = \$22,409.39.

[\[note: 17\]](#) RA Vol 3 (Pt E), pp 207-208.

[\[note: 18\]](#) *Ibid*, p 207.

[\[note: 19\]](#) RA Vol 3 (Pt B), p 233.

[\[note: 20\]](#) *Ibid*, p 46.

[\[note: 21\]](#) RA Vol 3 (Pt E), p 256.

[\[note: 22\]](#) ACB(B), p 22.

[\[note: 23\]](#) Respondent's Case ("RC"), p 23.

[\[note: 24\]](#) ACB(B), p 22.

[\[note: 25\]](#) *Ibid*, p 24.

[\[note: 26\]](#) Respondent's Core Bundle Vol 2, pp 4-5.

[\[note: 27\]](#) RA Vol 3 (Pt E), p 52.

[\[note: 28\]](#) (\$509,600 - \$124,990.06 - \$154,140).

[\[note: 29\]](#) RA Vol 3 (Pt F), pp 99-144.

[\[note: 30\]](#) AC at [21].

[\[note: 31\]](#) ACB(B), pp 25-26.

[\[note: 32\]](#) This figure should have been "\$10,800".

[\[note: 33\]](#) RA Vol 3 (Pt F), p 178.

[\[note: 34\]](#) ACB(B), p 22.

[\[note: 35\]](#) RC at [52(i)].

[\[note: 36\]](#) RA Vol 3 (Pt B), p 69.

[\[note: 37\]](#) RA Vol 3 (Pt C), p 256 and RA Vol 3 (Pt D), pp 306-311.

[\[note: 38\]](#) RC at [33(i)].