

IN THE FAMILY JUSTICE COURTS OF THE REPUBLIC OF SINGAPORE

[2023] SGHCF 10

Divorce (Transferred) No 806 of 2020

Between

CXR

... Plaintiff

And

CXQ

... Defendant

FOUNDATIONS OF DECISION

[Family Law — Custody — Care and control]

[Family Law — Custody — Access]

[Family Law — Matrimonial assets — Division]

[Family Law — Maintenance — Child]

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CXR

v

CXQ

[2023] SGHCF 10

General Division of the High Court (Family Division) — Divorce
(Transferred) No 806 of 2020

Debbie Ong JAD

11, 12 May, 26 September, 18 November, 9 December 2022

8 March 2023

Debbie Ong JAD:

Background facts

1 The plaintiff (the “Wife”) and the defendant (the “Husband”) were married on 12 February 2011. The Interim Judgment of Divorce (“IJ”) was granted on 30 November 2020 and the ancillary matters (“AM”) were heard over two mornings on 11 and 12 May 2022.

2 This was a marriage that lasted 9 years and 9 months. The Wife was a director and head of Marine Insurance at [Company A] who earned about \$48,635 per month (net income). The Husband was unemployed at the time of the AM hearing; he drew a gross rental income of \$2,938 per month. He was last employed as an investment banker with [Company B]. Based on the

Husband's Notice of Assessment dated 6 May 2019, for income earned in 2018, his last drawn monthly salary was approximately \$36,494 with bonuses.

3 The parties have one child, C, who was 11 years of age at the time of the AM hearing. C was diagnosed with refractory frontal lobe epilepsy at age three. In 2018, he underwent frontal lobe lesionectomy in a hospital in the United Kingdom. He met the criteria for four comorbid neurodevelopment disorders: moderate to severe specific learning disorder with impairment in reading, writing and mathematics, and mild to moderate attention and hyperactivity disorder.

4 After the AM hearing in May 2022, the parties were directed on 20 June 2022 to file further documents with respect to specified assets listed in their joint summary of relevant information ("Joint Summary") by 27 June 2022. On 11 August 2022, pursuant to a request by the Husband, both parties were directed to file further written submissions on issues relating to the child by 1 September 2022.

5 I highlighted to both parties that the Joint Summary that they had submitted is a key document which I would use as a summary of their latest submissions on their respective positions. I made it clear that the positions stated therein would represent their *final* positions and would be used in reaching my decision.

Custody, care and control

6 The parties first submitted on the issues of custody, care and control at the AM hearing in May 2022, and they filed further written submissions on these issues in early September. On 19 August 2022, the Husband applied for a Personal Protection Order ("PPO") and an Expedited Order for both himself and

C and a Domestic Exclusion Order (for the Wife to leave the “Entire Property”) at the Family Court. On 15 September 2022, the Husband filed HCF/SUM 269/2022 (“SUM 269”) for “sole custody of the child”, citing the Wife’s “abusive behaviour” towards the child which “has led to a return of seizures in the child”. On 16 September 2022, the Wife filed HCF/SUM 270/2022 (“SUM 270”) for interim sole custody, care and control of C and that she shall obtain the Husband’s consent on matters pertaining to health; as for matters concerning education and therapy, she was to have the final say, and she shall consult with the Husband and inform him of her decision with respect to these matters.

7 As I had not yet delivered the AM decision on custody, care and control at the time all these other applications were filed, I thought it important to hear from both parties the significance of the new applications filed *after* the AM hearing. I fixed a hearing on 26 September 2022. As my decision in respect of the AM would be final, including decisions relating to the custody, care and control of the child, my AM orders would render the interim applications for custody, care and control moot. At the hearing on 26 September 2022, *both* parties indicated that C’s latest neuropsychological report by Mr R of KKH dated 25 August 2022 (“KKH Report”) should be admitted. I took into account this report in reaching the final AM decision. I was of the view that as the conflict between the parties was escalating, it was important that I delivered the AM orders as soon as is practicable to provide the parties with some finality, rather than hold off the decisions until after the PPO applications have been heard, as requested by the Husband. This was fair and in the interests of C, as the broad allegations relating to the PPO application that the Husband has highlighted at the hearing were largely *already reflected* in the submissions for the AM. As my AM orders on custody, care and control were final, no orders were made for SUM 269 and SUM 270.

Custody

8 The Husband's *initial* position at the AM hearing in May 2022 was that the parties should have joint custody. He had since *changed* his position by submitting in SUM 269 that he should have sole custody. He submitted in SUM 269 that joint custody was "not possible". On custody, the Husband submitted that he was the primary carer for the child and that he would be able to help the child reach his potential and thrive in a supportive stable environment. The Husband submitted that the Wife had solely contributed to the acrimony in the parties' relationship by trying to exclude him from C's life and exerting undue pressure on him through the legal process. He also pointed out that the Wife had been abusive towards C, "overwhelm[ing]" and "overload[ing]" C with interventions, when "this level of therapists" was not needed or justified. He alleged that she has also "damag[ed]" his relationship with C by criticising him in front of C. The Husband further submitted that the Wife's behaviour of enmeshing the child and alienating C from him makes it clear that she is not a suitable custodial parent for the child. He also stated that there is no instance or evidence of violence committed by him that would justify a sole custody order for the Wife. In the alternative, if joint custody is awarded, the Husband prays that he will have the final say for major decisions relating to C's education and medical treatment, to avoid a deadlock.

9 The Wife submitted that she should have sole custody of C, but that she will obtain the Husband's consent on matters pertaining to whether C is to be hospitalised, whether a non-emergency surgical procedure is to be performed on C and on matters pertaining to religion. On matters concerning education and therapy (including but not limited to occupational therapy, therapy concerning C's academic needs and the like), the Wife submitted that she shall have the final say, but shall nevertheless consult with the Husband and inform him of her

decision. The Wife submitted that co-parenting is impossible as the Husband is constantly diminishing her as C's mother and making allegations against her in front of C, and that the acrimony in the present case goes beyond the usual acrimony of bickering parties. The Wife's position was that C requires a structured, consistent and regular support system and routine supported by professional educators and specialist therapists. She further pointed out that the Husband adopts a very different position in respect of C's therapy, as he believes that there are better ways to help him recover and give better progress. She pointed out that C's education and therapy were the primary sources of conflict between the parties. She submitted that her position is aligned with the medical professionals' recommendations, and she had arranged for and paid for all of C's therapists.

10 It was made clear in *CX v CY* [2005] 3 SLR 690 ("*CX v CY*") that custody concerns the authority to make important, long-term decisions concerning the upbringing and welfare of the child. Acrimony between the parents is in itself insufficient to justify a sole custody order, unless accompanied by more exceptional facts or circumstances that are relevant to the issue.

11 I recognised that the parties' differing opinions as to what education and therapy arrangements would be best for C had been a major source of much conflict. Ultimately, the type and frequency of C's therapy are *parenting decisions*, which should be made by the parents themselves. Parents know their child best and have their own personal aspirations for their children. They, not the court, are best placed to make these parenting decisions. However, despite this reality, because the parties are unable to reach an arrangement and the marital conflict continues to escalate, the court will step in (as the last resort) to help the parties move on. The principle that guides the court in making its decision on custody, care and control is that the paramount consideration is the

welfare of the child. Having regard to the KKH Report, I accepted that C would benefit from specialist educational therapy. I further noted that, unfortunately, the triangulation of therapists into the conflict has also affected C's opportunity to receive the therapy that he may need.

12 I could see that both parents love C deeply, and C displays love and affection to both parents. Both parents have their own strengths in how they parent and care for C. Both parties must look much harder, beyond the haze of acrimony, in order to see clearly that C needed his parents to allow each other to have a place in caring for him. The Wife has shown her love for C by showering him with material comfort, providing him many opportunities and access to various therapies and learning opportunities, including engaging occupational therapists, a speech and language therapist and a play therapist. She is meticulous and organised, and has taken much initiative in ensuring that C's medical and educational needs were attended to. The Husband is sensitive to C's emotional needs. He is empathetic to C's learning disabilities and tries to come up with creative solutions in engaging C. While the marital breakdown has adversely impacted the relationship between the parties, both parents must endeavour to recognise, accept and harness each other's strengths in co-parenting C.

13 Both parents must also acknowledge their weaknesses. This requires both parties to have a truly open and humble spirit. The Wife was very focused on ensuring that C receives different kinds of therapy and may be less attuned to C's other needs, such as having more resting space between therapy sessions and classes. More is not always better. While she had made efforts to try to teach C herself, particularly during the period of Covid-19 restrictions, this had also caused her much anxiety and stress, which may have resulted in her negative reactions in C's presence. The Husband was aggrieved by the marital

breakdown, and this may in turn have caused him to be lacking in the necessary insights in his parenting of C. He opposed the Wife's efforts in arranging for therapy and may not have sufficiently appreciated that some of the therapy arranged could afford C a structured, collaborative and supportive care environment.

14 It is in C's interests to have the care and support of both parents as substantially as possible even though the parents will be in separate households. I was of the view that both parents should be granted joint custody. Parties should work together to make joint decisions pertaining to C's healthcare and further medical treatment, where required. In the event of deadlock pertaining to matters relating to C's academic education arrangements for reading, writing and math, the Wife may make the final decision. In the event of deadlock pertaining to matters relating to C's extra-curricular arrangements and other therapy including occupational and play therapy, the Husband may make the final decision. Having said this, I cautioned the parties not to approach the matter as if each had sole control over the areas I have stated, for this is at core a joint custody arrangement which may involve both parents discussing, considering each other's views, compromising and deciding with C's interests at the forefront. Clearly the parties must carefully consider how the sum total of all the sessions (whether academic, therapeutic or sports) affect C. I reiterated that C would benefit most from having a stable and predictable environment. C would also not benefit from having his schedule packed with different therapy sessions, classes or extracurricular activities – on this point, the parties should take guidance from the KKH Report which highlighted that C needs "breathing room" between and within activities.

15 As I had ordered joint custody, I reminded both parties that it is a legal responsibility that they cooperate to co-parent C, for their continued conflict

would only harm C. I directed both parents to attend counselling at the Divorce Support Specialist Agencies (family service centres specialised in divorce and parenting cases) to gain better insight into C's needs and to strengthen their parenting abilities. Both parties should also endeavour to obtain personal therapeutic services for themselves to understand their own issues and needs as they continue to parent C under these post-divorce circumstances.

Care and control

16 The Husband submitted that he should have care and control of C. He submitted that he was C's primary caregiver and is sensitive to C's medical, educational and emotional needs. He further submitted that if the Wife is granted care and control, she will continue alienating C from the Husband. He pointed to the career break that he took from November 2013 to September 2014, when he was made redundant from his previous role at [Company F] and took the opportunity to play a more active role at home. He also pointed to the Wife's career which requires long hours and a significant amount of travelling, and that with the lifting of Covid-19 restrictions, it is only a matter of time before the Wife has to resume her frequent work trips and will have to return to the office. On caring for C's medical needs, the Husband also submitted that he had spent many hours researching on C's medical condition and has been the primary point of contact with C's therapists and teachers. He also submitted that the Wife has a harsher parenting style which is incompatible for their child who has medical conditions and developmental delays. He also submitted that if the Wife has care and control of C, she will intensify her efforts to enmesh C and isolate C from him.

17 The Wife submitted that she should have sole care and control of C. She had been the parent who was involved in C's day-to-day life and scheduling,

she had been dedicated to ensuring C gets the support that he needs, and C is her priority. She had also been supporting him not just with his academic, therapy and medical needs, but also emotionally. The Husband did not deprioritise his career, had never been C's primary caregiver, was not a stay-home parent and exaggerated the degree to which he focuses on C. She further explained that the Husband was not involved in C's day-to-day needs, and was unfamiliar with C's schedule.

18 I was acutely cognisant of the parties' acrimonious relationship and their present inability to co-parent effectively. I was equally aware that both parents love C dearly and had been giving their best efforts to care for him and help him cope with his medical condition and learning disabilities, albeit in their own ways. As C was living with both parents in the matrimonial home, he was accustomed to the arrangements and was close to, and dependent on both parents. While there were difficulties in cooperating on matters relating to C in the past few years, the parties were also able to sort out many care aspects including having C travel with his father. C has had the physical presence and care of both parents in his life even after the marriage had broken down. In the circumstances, I was of the view that parties should share care and control of C, but it is crucial that they must have in place a clear routine and structure that would enable C to have a stable and predictable arrangement. This arrangement placed the best interests of C at the forefront.

19 I made the following orders:

- (a) The Wife is to have care and control of C from 8.00pm on Saturdays to 8.00pm on Wednesdays. The Husband is to have care and control of C from 8.00pm on Wednesdays to 8.00pm on Saturdays. The parties can mutually agree to adjust these care periods.

- (b) The Husband and Wife are to co-operate in facilitating C's attendance of educational or other therapeutic sessions if they fall during that parent's care and control time.
- (c) When it comes to special days, such as birthdays, public holidays and school holidays, parties are to mutually agree on the care arrangements to be made. They have shared care and control and so these special days should be shared in that spirit. The parties were reminded to exercise flexibility and graciousness in making the necessary arrangements during these special days.
- (d) If either party wishes to bring C overseas, they are to notify the other party with at least four weeks' prior notice in writing, with the details of the dates of travel, travel itinerary, flight and/or transport details, accommodation details, persons accompanying on the trip and contact details whilst C is abroad.
- (e) If either party brings C overseas, the other party is to have liberal video call access to C.
- (f) Parties may vary the care arrangement by mutual agreement.

Division of assets

20 As a general position, all matrimonial assets and liabilities should be identified at the time of the IJ and valued at the time of the AM hearing. It is noted that the balances in bank and Central Provident Fund ("CPF") accounts are to be taken at the time of the IJ, as the matrimonial assets are the moneys in the accounts and not the bank and CPF accounts themselves. Thus, in general, available values as close to the AM hearing date as possible will be used.

Nevertheless, where parties have specifically agreed to use a value for the asset or liability as at a different date, I adopted that value instead. In this case, the parties agreed that, in general, the date for ascertaining the pool of assets is the IJ date and the date for valuing those assets is the date of the AM hearing (or closest to this date).

21 The parties agreed to the following exchange rates in valuing their assets: 1 SGD = 0.5736 GBP; 1 SGD = 0.6807 EUR; 1 SGD = 0.6977 CHF; 1 SGD = 0.7271 USD. In this decision, “\$” refers to the Singapore dollar. I have used only whole dollar values in assigning values; the values in cents are dropped as they are *de minimis* in light of the large total value of the assets.

The pool of matrimonial assets and liabilities

Undisputed matrimonial assets and liabilities

22 The parties agreed on the following matrimonial assets and liabilities, as well as their values, as tabulated:

S/N	Manner of Holding	Asset	Net Value (\$)
1.	Wife's Name	DBS Savings Account No. Ending 024	115,496
2.		DBS eMulti-Currency Account No. Ending 484	9,507
3.		DBS Multiplier Account No. Ending 523	2,804
4.		DBS SRS Account No. Ending 223	4,833

S/N	Manner of Holding	Asset	Net Value (\$)
5.		POSB Account No. Ending 225 (Joint Account with C)	21,432
6.		ABERDEEN STANDARD INVESTMENTS: Aberdeen Standard Thailand Equity Fund SGD	4,120
7.		FIRST STATE INVESTMENT: First State Dividend Advantage Class A	14,709
8.		FIRST STATE INVESTMENT: First State Regional India Fund	4,233
9.		DBS: AB FCP Global High Yield	5,467
10.		Fidelity Investment ISA Account Ending 271	59,090
11.		CPF Ordinary	266,360
12.		CPF Medisave	61,102
13.		CPF Special	185,062
14.		PRUCASH policy No. Ending 526	21,000
15.		PRULIFE policy No. Ending 159	51,000
1.	Husband's Name	DBS Savings Account No. Ending 279	10,001

S/N	Manner of Holding	Asset	Net Value (\$)
2.		DBS SRS Account No. Ending 223	21,602
3.		HSBC Current Account No. Ending 496	6,573
4.		Standard Chartered FCY\$AVER Account No. Ending 758	0
5.		Standard Chartered USD High Account No. Ending 535	1,980
6.		Standard Chartered FCY\$AVER Account No. Ending 721	1,689
7.		Standard Chartered FCY\$AVER Account No. Ending 378	1,870
8.		Standard Chartered BONUS\$AVER Account No. Ending 838	908
9.		Standard Chartered Cheque and Save Account No. Ending 430	13,328
10.		NatWest Account No. Ending 081	146,672
11.		NatWest Account No. Ending 113	16

S/N	Manner of Holding	Asset	Net Value (\$)
12.		NatWest Account No. Ending 638	5
13.		NatWest Account No. Ending 566 (Joint Account with C)	329
14.		HSBC UK Account No. Ending 561 (Joint Account with C)	90
15.		Clydesdale bank Account No. Ending 090	333
16.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: FSSA Dividend Advantage Fund	60,194
17.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: LIONGLOBAL VIETNAM FUND	18,145
18.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: SCHRODER ISF ASIAN DIVIDEND MAXIMISER A	59,663
19.		DBS SRS Investment Account No. Ending 223: FID GLB DIV FUND A-MINCOME	5,974

S/N	Manner of Holding	Asset	Net Value (\$)
		SGD	
20.		DBS SRS Investment Account No. Ending 223: FSSA DIV ADVANTAGE A(QDIST)	16,197
21.		Singapore Savings Bonds	41,500
22.		Halifax Instant ISA Saver Account No. Ending 066	181
23.		Halifax Junior Cash ISA Account No. Ending 969	6,479
24.		CPF Ordinary	70,781
25.		CPF Special	178,641
26.		CPF Medisave	59,552
27.		Volkswagen Golf A7	125,300
28.		Wines stored with Uncorked Ltd	7,588
29.		Money due to Husband's mother	-43,584
Total Net Value of Undisputed Matrimonial Assets			1,638,222

Disputed matrimonial assets

23 The parties disputed a number of the assets held in their respective names.

(A) THE UK APARTMENT (JOINT SUMMARY S/N 3)

24 The Husband submitted that the property in the UK (the “UK Apartment”) was purchased prior to the marriage on 5 July 2010. The purchase price was GBP367,500. He submitted that in accordance with *USB v USA and another appeal* [2020] 2 SLR 588 (“*USB v USA*”), the UK Apartment was partially paid for during the marriage, and thus only the proportion of the value of the asset that was acquired during the marriage should go into the pool. The Husband submitted that the payments he made towards the UK Apartment before the marriage totalled GBP124,900 (= \$217,748). During the marriage, he paid mortgage instalments and the loan redemption amount, totalling GBP303,665 (= \$529,402).

25 The Wife agreed that the UK Apartment was acquired before the parties’ marriage was registered. She contended that she and C resided in the apartment from February 2011 to November 2012 and that it was therefore a matrimonial home. The Wife pointed to *TNC v TND* [2016] 3 SLR 1172 (“*TNC v TND*”) at [18], where it was found that residence in a property for 15 months was sufficient to constitute ordinary use of shelter for the purpose of a matrimonial asset. Further, she submitted that the Husband should not deduct the payments which he made before the marriage, as this property was improved by her, who made indirect contributions. She submitted that she had made indirect financial/non-financial contributions to the house, including paying for the utilities and other works, making contributions towards renovation works, doing the cleaning, laundry, cooking and ironing, paying for the furniture, fittings and decorations and paying for the groceries. The parties also had a cleaner who came in once a week (for about 2 to 3 hours) to iron the clothes and do some general housework. As more than 10 years have passed since the Wife stayed in the UK Apartment, she did not have receipts to show that she made payments.

The Wife also pointed out that the Husband retains the rental income derived from the UK Apartment.

26 Section 112 of the Women’s Charter (Cap 353, 2020 Rev Ed) (“Women’s Charter”) provides the court the ancillary power, upon a grant of divorce, to divide the matrimonial economic gains of the marriage. Assets acquired *during* marriage by either party’s *efforts* are quintessential matrimonial assets subject to division. Assets acquired before the marriage may be subject to the division exercise if they were substantially improved during the marriage by the other spouse or by both spouses, or if they were ordinarily used or enjoyed by both parties or their children while residing together for purposes such as shelter, transport, household use, *etc.* On the latter, such “use” must be relatively prolonged rather than casual (*USB v USA* at [24]). Once transformed, the entire asset is included into the pool of assets to be divided (*USB v USA* at [19(b)]).

27 I noted that in the present case, the parties had stayed in the property for a total of 21 months. C, who was born in the UK, spent almost the full first year of his life in the UK Apartment. As stated in *TNC v TND* at [18], an example of a casual residence would include staying in a property for no more than 21 days out of 14 years of marriage (*Ryan Neil John v Berger Rosaline* [2000] 3 SLR(R) 647 at [60]). In the circumstances, I found that the UK Apartment was ordinarily used by both parties for shelter and therefore constituted a matrimonial asset under s 112(10)(a)(i) of the Women’s Charter. I noted that the Husband also made about 70% of the payments towards the UK Apartment *during* the marriage. The full value of this asset was included in the pool of matrimonial assets.

(B) STANDARD CHARTERED FCY\$AVER ACCOUNT No. ENDING 774 (JOINT SUMMARY S/N 8) (“THE 774 ACCOUNT”)

28 The parties agreed that as of 18 January 2021, the amount in the 774 Account was \$6,037. However, the Wife submitted that between 26 April 2018 and 25 April 2019, the Husband sold 390 units of the Wife’s [Company A] shares and received dividends in the aggregate sum of CHF 41,531 (\$59,525). These monies were received into the 774 Account. The Husband said that he used these monies for C’s brain surgery in September 2018 and the associated costs. However, the Wife contended that she had separately transferred a sum of \$48,000 to the Husband for the purpose of the said surgery, which cost GBP28,752 (\$50,126). Further, on 28 May 2019, the Husband received \$50,751 from the insurer.

29 The Wife thus submitted that the Husband was liable for the sum of the sale proceeds that he had received from the sale of the [Company A] shares amounting to \$59,525 and the sum of \$48,000 paid by the Wife to the Husband for the purposes of C’s surgery.

30 The Husband submitted that he did not sell the Wife’s shares, but simply left resting orders which would sometimes be fulfilled. As for the \$48,000 that was transferred to him for C’s brain surgery, the Husband explained that this amount was used for trip expenses rather than to cover half of C’s brain surgery and associated costs. The Husband submitted that the trip alone cost a total of about GBP100,000, which he paid for on his own. The Husband further submitted that there were as many as four trips to the UK in relation to C’s brain surgery, and the cost of all four trips (including doctor’s appointments, medical procedures, flights and living expenses) far exceeded the sum of GBP100,000 and the Wife’s contribution of \$48,000. As for the insurance claim, the Husband

stated that the insurance claim took a long time to process. The Husband furnished some emails he exchanged with an employee from Parkway Pantai relating to his insurance claim for C's expenses, along with receipts of C's medical bill. However, there was no documentation of the eventual pay-out that he received. When he finally received the payment from the insurers, he was facing redundancy and needed the funds to continue paying for the household and the family's expenses. The Husband submitted that it was not necessary for them to tabulate every single expense and to seek reimbursement from each other.

31 I noted that C underwent a major brain surgery in September 2018 in the UK – the Wife also accepted that the amount spent on the surgery was about \$50,000. I accepted that there were other associated ancillary expenses, including flight tickets and living expenses. I recognised that there may have been a number of trips required for such a serious surgery and treatment and that medical expenses in total would come to a rather substantial sum. Adding the incidental costs, the Husband's estimate that GBP100,000 was spent on the UK trip was not unreasonable. I also noted that the parties started sleeping in separate bedrooms only *after* the parties returned from the UK trip. While C was receiving medical treatment and, in the lead up to his major surgery, I thought that the parties cooperated as responsible parents would towards ensuring that C would have a successful surgery. Married couples can be expected to contribute towards their child's needs without being calculative of every expense. I accepted that the sums were used for the family. The Wife's financial contributions in this respect were considered in the attribution of each party's indirect contributions (see [109] below).

(C) FIDELITY INTERNATIONAL INVESTMENTS

(I) HUSBAND'S FIDELITY INTERNATIONAL INVESTMENTS (JOINT SUMMARY S/N 26 AND 27)

32 The Husband submitted that the Fidelity International Account and the investments therein were pre-marital assets. He submitted that he opened this account prior to the marriage, when he was living in the UK and had not deposited any matrimonial funds since the parties were married. Following my direction on 20 June 2022 for further evidence, the Husband explained that he made an investment of GBP7,200 into a UK Fidelity ISA account on 5 April 2009, to take advantage of his ISA allowance in that tax year. He purchased two funds, the Fidelity Asia Fund A-Accumulation and Fidelity Enhanced Income Fund A-Accumulation on 5 April 2009. On 13 and 20 November 2015, Fidelity changed his investments to restructured investments as now reflected in the Joint Summary, but the Husband had no role in this. All other transactions were related to the service fees, except for a deposit of GBP100 to cover the costs of the account fees. Other than this deposit, the funds and investments were all acquired pre-marriage.

33 The Wife, in her reply submissions, agreed that the Husband acquired the Fidelity International Account and the investments therein before the marriage.

34 As parties agreed that these investments were pre-marital assets, I excluded the Fidelity International Investments from the pool.

(II) FIDELITY INVESTMENT ISA ACCOUNT ENDING 0271 (JOINT SUMMARY S/N 66)

35 The Wife submitted that, notwithstanding the Joint Summary, the Husband's evidence concerning his Fidelity Account gave rise to a real

probability that the Wife's Fidelity Account was opened around the same time. The Husband stated that he "opened, funded and managed [the Wife's] Fidelity account", which strongly indicated that the Wife's Fidelity Account was opened and funded before the parties were married and while the parties were residing together in the UK. The Wife pointed to the fact that the Husband opened his Fidelity Account in April 2009 to take advantage of an ISA allowance in a tax year and that the Wife did not declare her Fidelity Account until the Husband reminded her of it and provided the account reference details. On balance, the Wife submitted that it was probable that the Husband opened the Wife's Fidelity Account in April 2009.

36 I noted that the Wife had not adduced any documentation or evidence in support of her new claim that her Fidelity Account was opened around the same time as that of the Husband's. Without more, I was not able to determine that the Wife's Fidelity Account was opened and funded in or around April 2009. I did not exclude the Wife's Fidelity Account from the pool.

(III) STERLING INDIVIDUAL SAVINGS ACCOUNT ENDING 300 (JOINT SUMMARY S/N 28, 29, 30 AND 31)

37 The Husband submitted that the Sterling Individual Savings Account Ending 300 and the investments therein were pre-marital assets which were not liable for division. He submitted that he had opened this account in 2010 prior to the marriage, and made deposits on 2 February 2010, 22 February 2010 and 8 March 2010. Thereafter, he did not deposit any fresh funds throughout the duration of the marriage. The Wife submitted that there was no clear evidence to indicate that the Sterling Individual Savings Account was acquired before marriage.

38 There was evidence to show that the monies deposited in the Sterling Individual Savings Account Ending 300 were pre-marital assets. The Husband adduced a full transaction history for Plan Ending 300, which showed two “transfer in” deposits: the first made on 22 February 2010 of GBP820 and the second made on 8 March 2010 of GBP14,060. While there were subsequent transactions labelled as “merge (in)” and “merge (out)”, the Husband pointed to a list of definitions which explained that this occurred as a result of either a fund closure, or a new version of a fund becoming available, and in either of those events, the transactions would automatically occur. Apart from the “merge (in)” and “merge (out)” transactions, which the Husband had explained was automatically generated, there was no deposit of fresh funds throughout the account during the duration of the marriage. I thus found that the monies in the Sterling Individual Savings Account Ending 300 were pre-marital assets which were not included in the pool for division.

(D) HER MAJESTY’S REVENUE AND CUSTOMS (JOINT SUMMARY S/N 49)

39 The Husband submitted that the full value of his tax liability to Her Majesty’s Revenue and Customs (“HRMC”), which was \$143,828, should be taken into account in asset division. He explained that in or around 2009, the Husband worked as a contractor for an umbrella company in London, which had a non-standard way of paying its employees that was later investigated by HRMC. A class-action group comprising of current and ex-contractors directly affected by the existing and proposed legislative changes granting HMRC wide-ranging powers (the “Class Action Group”), was thus representing the Husband in arriving at a tax analysis and consequent settlement with HMRC. The total amount of the Husband’s liabilities was thus dependent on the outcome of the appeal. The Husband’s liability consisted of the following components:

- (a) HMRC Assessments in respect of tax years 2009–2010 and 2008–2009. The assessment for these two years amounted to GBP42,399. Depending on the outcome of the appeal, there would be considerable interest and penalties with the potential liability exceeding GBP50,000.
- (b) Submission of tax returns from 2010–2011 through to 2019–2020. The liability was in the region of GBP1,000 to GBP2,000. However, HMRC might raise amendments and assessments to tax returns increasing the liability by GBP32,500 plus interest and penalties.
- (c) Further tax returns that remained outstanding from 2006–2007 and 2005–2006. As the Husband was an employee with no additional income at that time, there were no liabilities that should exist.

40 The Husband first became aware of these liabilities when he moved to Singapore sometime in 2012 and 2013, during the marriage. The Husband thus submitted that he had incurred this liability during the marriage, and thus the full liability of GBP82,500 (\$143,828) should be included in the division.

41 I noted that the Husband included speculative amounts in the calculation of his liabilities. Notwithstanding the outcome of the Class Action Group’s appeal which had not yet been finalised at the time of the hearing, the Husband then had a liability of approximately GBP44,399 (\$77,404). As explained in *WAS v WAT* [2022] SGHCF 7 at [46], liabilities should be taken into account as s 112 of the Women’s Charter concerns a division of the parties’ *net* matrimonial assets. As such, debts proven to exist at the time of divorce should be deducted from the pool of matrimonial assets, which would result in a reduction of the total value of the pool of assets.

42 During the hearing, the Husband stated that he could have paid off the debt during the marriage but he did not, as he held that off for the benefit of the family. Due to the non-payment of the debt, he was able to purchase the house. While the Husband may have made the decision not to pay off his debts for the benefit of the marriage, I accepted the Wife's arguments that the Husband had taken into account speculative debts. As such, only the debt of \$77,404 was deducted against the Husband's direct contributions.

(E) LOANS OWED TO THE HUSBAND'S FATHER (JOINT SUMMARY S/N 52A)

43 The Husband submitted that he had taken a loan of USD34,062 from his father in order to pay for C's school fees, as the Wife had taken out FC/SUM 2388/2021 to compel the Husband to pay for C's school fees even though he had been a full-time stay-at-home father since 2019. The loans were taken over five occasions. He further highlighted that this loan was on record in the Consent Order that the parties had signed at the MDT mediation on 8 October 2021. The Wife submitted that there was no evidence that the Husband had taken a loan from his father.

44 I observed that the loan was stated on the record in the Consent Order that the parties had signed. However, it also stated that "for the avoidance of doubt, this does not make the [Wife] liable to the [Husband]'s father in respect of any monies borrowed by the [Husband]." The Husband's evidence documenting the loan amounts further seemed to be self-reported and tabulated on a word document. The Husband did not submit any bank statements or written agreements. I further noted that the Husband's father also did not submit an affidavit verifying that he had loaned the Husband's these amounts, which was a common enough practice. The statements referring to the loan occurred in the context of mediation where both parties were in negotiations and were

attempting to reach a resolution, and should not go so far as constituting admissions of facts that there were such loans. The purported loan amounts were thus not taken into account in the division exercise.

(F) THE MATRIMONIAL HOME (JOINT SUMMARY S/N 53)

45 The parties purchased the Matrimonial Home in July 2016. Since then, the parties and C lived in the property until the Husband moved out in January 2023. Both parties viewed this as the Matrimonial Home.

46 The Husband appointed a licensed appraiser and Associate Director (Valuation & Advisory) at Cushman & Wakefield, who inspected the property on 25 April 2022 and opined that the market value of the Matrimonial Home was \$3.95 million. The Husband's valuer valued the property using the Comparison Method, by considering sales of similar properties in the same development or in the vicinity. The Wife engaged one Mr [N] to carry out a valuation of the Matrimonial Home on 22 April 2022, and he estimated that the market value was \$3.6 million. The Wife's valuer valued the property using the Direct Comparison Method, on an as-is basis, with vacant possession and free from all encumbrances. The Husband subsequently also received a valuation report from Knight Frank on 29 April 2022, which, similar to the valuation done by Cushman & Wakefield, valued the Matrimonial Home at \$3.95 million.

47 Given that there were two independent valuation reports with the same valuation of \$3.95 million, I accepted the Husband's valuation of \$3.95 million for the Matrimonial Home.

(G) WIFE’S [COMPANY A] STOCK OPTIONS (JOINT SUMMARY S/N 60)

48 The Wife submitted that her [Company A] stock options were valued at \$213,876 as of 11 January 2021. She further submitted that although she had been allocated stocks which had not yet vested, there was no certainty that the stocks will eventually be vested in her and the making of the supposition at this juncture would be premature.

49 The Husband submitted that the Wife had undervalued her [Company A] stock options. He submitted that a pro-rated portion of the Wife’s instruments which have been allocated but had not been vested should be included in the pool of matrimonial assets. The Husband submitted that a more accurate representation of her stock options was as follows:

S/No	Description	Value as at 11 January 2021
A.	Allocated stock options	\$319,908
B.	Vested stock options	\$213,876

50 At the time of the AM hearing, the Wife had been allocated four types of instruments from [Company A] which had not been vested. They were as follows:

- (a) 72.56810 Restricted Share Units (“RSUs”) under the Global Share Participation Plan (“GSPP”), valued at \$9,145.
- (b) 206 Performance Share Units (“PSUs”) under the Leadership Performance Plan (“LPP”) valued at \$25,960.

- (c) 45 RSUs under the LPP, valued at \$5,671.
- (d) \$65,255 in cash under the Value Alignment incentive (“VAI”).

51 The RSUs under the GSPP were vested based on a share-matching mechanism at the end of each three-year plan cycle. On the other hand, the vesting of the instruments under the LPP and VAI were conditional on, amongst others, [Company A]’s financial performance during three-year plan cycles. The Husband submitted that a broad-brush approach should be applied to the present case. A proportion based on time should be used in order to estimate the portion of the Wife’s unvested instruments to be included in the pool of matrimonial assets.

52 The Wife submitted that in *Chan Teck Hock David v Leong Mei Chuan* [2002] 1 SLR(R) 76 (“*David Chan*”), although the court took the unvested stock options into consideration, this was only granted on an “*if as and when*” order (at [39]). This was to account for the possibility that the options might not be exercised or might not vest.

53 In *David Chan*, the court dealt with 3 categories of stock options: (1) those vested in and exercised by the party by the date of the *decree nisi* with profits made (“first category stock options”); (2) those vested in the party but not yet exercised on the date of the *decree nisi* (“second category stock options”); and (3) those not vested in the party on the date of the *decree nisi* (“third category stock options”).

54 I noted that the disputed stock options were stock options which were not yet vested in the Wife on the date of the IJ. In respect of agreements that give an employee the right to subscribe to shares, subject to continued service with the company for a specified future period, the Court of Appeal in *David*

Chan said that such stock options are a “chose in action” and are considered matrimonial assets (*David Chan* at [29]). For stock options that are not yet vested in the employee at the date of the IJ, the Court of Appeal said that the “time rule” may be applied to determine what portion of the stock options was earned before the IJ date, *ie* the portion that should be attributed as reflecting the gains of the marriage (*David Chan* at [37]):

... The effect of the rule is to treat only that portion of the stock options as matrimonial assets as is obtained by multiplying the stock options in question by the fraction obtained between the period in months between the commencement of the husband’s employment with Dell and the date of the decree *nisi* as the numerator and the period in months between his commencement of employment with Dell and the date when the stock option was exercisable by him as the denominator. Only that portion of the third category stock options as so computed would be reckoned as matrimonial assets.

55 As the different instruments from [Company A] would vest in the Wife in different circumstances, I analysed them separately.

56 I noted that the RSUs under the GSPP were subject to forfeiture in case of termination of employment before the end of the plan cycle. While some shares had already been vested as of the date of the AM hearing, there were others which were to be vested at a future date. I also noted that the Wife might not exercise her options for the LPP PSUs and RSUs as well as the cash under the VAI. As such, I agreed with the Wife that an “if as and when” order was the appropriate approach for her [Company A] stock options that have yet to be vested – in accordance with s 112(5)(e) of the Women’s Charter, the division of these assets are to be postponed until the stock options are exercised and the profits made. This approach, as pointed out by the Wife, was also adopted in *David Chan*.

(I) RSUS UNDER THE GSPP

57 Under the GSPP, the Wife had the opportunity to buy [Company A] shares and at the end of the three-year plan cycle, receive a 30% match on the number of shares [Company A] owns, provided that she was still employed by [Company A]. As such, the stock option might or might not be granted, depending on whether the Wife was still employed by [Company A]. The Husband proposed that, on a broad-brush approach, half of the value of the RSUs should be included in the pool of matrimonial assets to be divided.

58 I noted that two RSUs were allocated on 9 December 2020, after the date of IJ. The rest of the RSUs were allocated periodically from 9 July 2018 to 11 November 2020 and vest at different dates, either on 7 June 2021 or 7 June 2023. The remaining value of the RSUs, excluding those allocated after the date of IJ, under the GSPP is thus \$8,649. Given that there were two three-year plan cycles that had been taken into account, I would consider the RSUs vesting in 2021 and those vesting in 2023 separately.

59 For the RSUs that vested on 7 June 2021, I noted that these were awarded for services rendered from July 2018 to 7 June 2021. As such, these would include the Wife's services rendered prior to the date of IJ. The total value of RSUs that vest on 7 June 2021 is \$7,215. Applying the "time rule", my calculation was thus as follows:

Commencement of three-year period	July 2018
Date of IJ	30 November 2020
Duration from commencement of three-year period to date of IJ	28 months

Vesting date of shares	7 June 2021
Duration from commencement of employment to vesting date	35 months
Value of shares	$28/35 \times \$7,215 = \$5,772$

Since these shares had already been vested on 7 June 2021, I included the relevant proportion, being \$5,772, in the pool.

60 For the RSUs that vest in June 2023, these were awarded for services rendered from 9 July 2020 to 7 June 2023. The total value of RSUs that vest on 7 June 2023 is \$1,433. Applying the “time rule”, my calculation was thus as follows:

Commencement of three-year period	July 2020
Date of IJ	30 November 2020
Duration from commencement of three-year period to date of IJ	4 months
Vesting date of shares	7 June 2023
Duration from commencement of employment to vesting date	35 months
Value of shares	$4/35 \times \$1,433 = \163

61 The relevant proportion of the value of RSUs that vest on 7 June 2023 is to be added in the pool of matrimonial assets on an “*if as and when*” basis, to take into account that the option might not be exercised by the Wife.

(II) PSUS AND RSUS UNDER THE LPP

62 The purpose of the LPP was to provide an incentive for [Company A]’s senior management to create sustainable company performance over the long term. The vesting and performance measurement period was that of three years. The total estimated value of the PSUs and RSUs that had been vested in the Wife was \$31,631.

63 I used the Husband’s application of the “time rule” approach in calculating the amount to be included in the matrimonial pool.

	108 RSUs	209 RSUs
Allocation of shares	1 April 2020	1 April 2019
Date of IJ	30 November 2020	
Duration from allocation of shares to date of IJ	8 months	20 months
Vesting date of shares	31 March 2023	31 March 2022
Duration from commencement of employment to vesting date	36 months	36 months
Value of shares	8/36 x \$13,610 = \$3,024	20/36 x \$18,021 = \$10,011

64 Since the 209 RSUs had already been vested on 31 March 2022, I added the relevant proportion of the value of these shares, being \$10,011, into the pool. For the relevant proportion of the 108 RSUs which are to be vested on 31 March 2023, this is to be added on an “*if as and when*” basis.

(III) CASH UNDER THE VAI

65 The purpose of the VAI was to defer a portion of the API and introduce a time component to performance-based, variable compensation. At the end of the deferral period, the VAI would be settled in cash.

66 I agreed with the Husband’s application of the “time rule” approach in calculating the amount to be included in the matrimonial pool.

	\$28,792	\$20,552	\$15,911
Allocation of shares	1 April 2020	1 April 2019	1 April 2018
Date of IJ	30 November 2020		
Duration from allocation of shares to date of IJ	8 months	20 months	32 months
Vesting date of shares	31 March 2023	31 March 2022	31 March 2021
Duration from commencement of employment to vesting date	36 months	36 months	36 months
Value of shares	$8/36 \times \$28,792 =$ \$6,398	$20/36 \times \$20,522 =$ \$11,401	$32/36 \times \$15,911 =$ \$14,143

Since some shares had already been vested on 31 March 2021 and 31 March 2022, I added the relevant proportion of the value of these shares, being \$25,544, into the pool. For the shares to be vested on 31 March 2023, this was to be added on an “*if as and when*” basis.

67 I included in the pool of matrimonial assets the relevant proportion of the value of the shares that have been vested. The total value of the shares to be added into the matrimonial pool was thus \$41,327.

(H) [COMPANY C] SHARES (JOINT SUMMARY S/N 65)

68 The Wife submitted that the [Company C] Shares were acquired before the marriage and therefore should not be included in the matrimonial pool. The Husband submitted that the shares as of 9 April 2021 were valued at \$20,133 and should be in the matrimonial pool.

69 The Wife adduced two documents: a share certificate showing that 164 [Company C] Group Holdings Limited (“GHL”) shares were allocated to her on 10 July 2007, and her dividend payment notification dated 31 December 2020 from her 61 units of ordinary shares in [Company D]. The Wife explained that the discrepancy in the Company’s name arose as GHL changed its name to [Company C] Holdings Public Limited Company (“HPLC”) subsequently merged with [Company E] to form [Company D]. The GHL shares were substituted (one-to-one) with HPLC shares, and when the merger occurred, every 2.6490 HPLC shares were consolidated into 1 [Company D] share. As such, the Wife’s 164 HPLC ordinary shares were consolidated into 61 [Company D] ordinary shares.

70 Having considered the Wife’s explanations for the discrepancy in the unit of shares as reflected in the share certificate and the dividend payment notification, I was satisfied that the [Company C] Shares were acquired before the marriage. Accordingly, the [Company C] Shares were not included in the matrimonial pool.

(I) [COMPANY C] PENSION SCHEME (JOINT SUMMARY S/N 67)

71 The Wife submitted that only a pro-rated amount of her [Company C] Pension Scheme should be included in the pool for division. She submitted that she was employed by [Company C] from 2001 to 2015. From August 2005 to September 2012, she was employed by [Company C] in the UK. From 2001 to 14 August 2005 and from 24 September 2012 to 2015, she was employed by [Company C] in Singapore. The [Company C] Pension Scheme was only operative when the Wife was employed by [Company C] in the UK. Of the period of 84 months that she was employed in the UK, she was married for 19 months. The Wife thus submitted that the computation of the Pension Scheme should be \$133,321. She further submitted that the spouse is only a beneficiary of the scheme upon the Wife's death and there was no current benefit.

72 The Husband submitted that the [Company C] Pension Scheme was a cornerstone of his financial planning for the family due to the security that it provided, and thus he did not make any effort to secure any other retirement vehicle to substitute it. He submitted that the documents clearly indicates that he is a beneficiary of the scheme on her death and up until their death. As such, the unique benefits of a pension that provided security as a constant source of income until death were attributable to both the Wife and Husband. He thus submitted that the total amount of the Pension Scheme should be in the pool of assets for division.

73 In my view, the [Company C] Pension was a matrimonial asset, notwithstanding that the amount accrued had not yet been paid to the Wife. The Wife's entitlement to the [Company C] Pension was in itself a chose in action, which fell within the definition of "matrimonial assets" under s 112(10) of the Women's Charter.

74 However, I noted that the [Company C] Pension provides that:

E. Death during deferment

If you die before retirement your spouse would receive a pension of 50% of your deferred pension.

...

F. Death in retirement

If you die after retirement your spouse would receive a pension of 50% of your scale pension before the cash option. The pension would be scaled down if your spouse is more than 15 years younger than you.

75 It thus seemed that the Husband's ability to benefit from the [Company C] Pension Scheme is contingent on the death of the Wife.

76 As such, I agreed with the Wife that a pro-rated amount of the [Company C] Pension Scheme should be in the pool. I noted the Husband's arguments that the value of the scheme is impacted by the personal details of the beneficiaries of the scheme and even specifies that a spouse/partner must sign to waive their rights as a beneficiary in order to transfer the scheme. However, the rights as a beneficiary that the Husband has only accrue on the death of the Wife, and therefore I thought that only the pension that was earned during the marriage should be in the pool.

77 Further, I noted the Husband's submissions that the pay-outs from the [Company C] Pension Scheme was non-linear and therefore it would not be fair to simply pro-rate 19 months of 84 months of the [Company C] Pension Scheme. However, the exact multiplier to be used was unclear, as the forecast of the final amount of the Pension was "not a guarantee" and "[did] not include any increase due to inflation". It followed that the total amount of accrued pension to be added to the pool of matrimonial assets cannot be precisely

ascertained. I was thus constrained to pro-rating 19 months of 84 months of the [Company C] Pension Scheme, which was \$133,321.

(J) WIFE’S INSURANCE POLICIES (JOINT SUMMARY S/N 71)

78 The Husband submitted that the Wife took up four insurance policies when parties’ relationship had broken down, right before the divorce proceedings were commenced. The Husband submitted that even though the policies have zero surrender value, they may still be sold on a secondary market for value. The Wife had expended matrimonial funds on these policies without the Husband’s consent, and the total premiums paid for the policies from the time of inception to the time of interim judgment should be added back into the pool of matrimonial assets.

S/No	Policy description	Policy Inception Date	Monthly premium	Cash / surrender value
1	Aviva MyProtector Legacy Policy No. Ending 0811 (“Aviva 0811”)	10 July 2019	2,411	No surrender value for the first 2 years
2	Aviva MyCare Plus Policy No. Ending 4962 (“Aviva 4962”)	25 July 2019	1,144	No surrender value

3	Aviva MyWealthPlan Policy No. Ending 1317 (“Aviva 1317”)	10 August 2019	2,071	6,946
4	NTUC Income Policy No. Ending 4200 (“NTUC 4200”)	12 July 2020	2,576	No surrender value for first year

79 The Wife submitted that the cash value of the Aviva 1317 policy, amounting to \$6,946, should be included in the pool of matrimonial assets, but she did not include the rest of the policies as there were no surrender values at the time of the IJ. The Wife’s counsel at the hearing also explained that these insurance policies were taken out for C’s benefit.

80 The Court of Appeal in *UZN v UZM* [2021] 1 SLR 426 (“*UZN v UZM*”) at [68] explained that where “there are indeed sums expended or given away especially nearer to the time when divorce is imminent ... it may be possible to view such acts as wrongful dissipation carried out with the intention of depleting the matrimonial pool”. However, whether there is such wrongful dissipation of assets depends on the evidence and facts of the particular case. In the case of *TNL v TNK and another appeal* [2017] 1 SLR 609 (“*TNL v TNK*”), what constitutes a substantial sum is a question of fact, but it is not intended to include daily, run-of-the-mill expenses (at [24]).

81 I noted that the divorce was imminent when the Wife took up the various insurance policies that she had. The parties had started sleeping in separate rooms after coming back from their UK trip in end 2018, and the writ for divorce was filed on 20 February 2020. I further noted that the spending on the insurance policies is substantial, and these were not “run-of-the-mill expenses” as stated by the dicta in *TNL v TNK*. Although there were no surrender values for the Aviva 0811, Aviva 4962 and NTUC 4200 policies, the Wife had spent a hefty amount on the monthly premiums for these policies. In my view, the amount spent on the monthly premiums up to the date of the IJ should be added back into the pool. This amounted to \$83,685.

(K) WIFE’S CREDIT CARD LIABILITIES (JOINT SUMMARY S/N 74, 75 AND 76)

82 The Wife urged the court to deduct liabilities that she had incurred on her credit card from the pool of matrimonial assets. These included credit card debts for her AMEX Credit Card amounting to \$15,214, her OCBC Credit Card amounting to \$4,404 and her UOB Credit Card amounting to \$2,061. The Wife submitted that the outstanding liabilities on the Wife’s credit cards were ordinarily incurred expenses which benefit the family as per s 112(2)(b) of the Women’s Charter. Furthermore, in comparison to the other months, the amounts appearing on the statements were not out of the ordinary. The Wife’s counsel stated at the hearing that the credit card liabilities have yet to be paid.

83 The Husband submitted that these liabilities should not be taken into account in determining the pool of matrimonial assets as she incurred these liabilities after the commencement of divorce proceedings, and the liabilities were not incurred for the benefit of the marriage.

84 I noted that the Wife’s OCBC Credit Card debt was due on 24 February 2021, and her UOB Credit Card debt was due on 8 March 2021. These were

recent debts that were incurred after the date of IJ and I excluded them accordingly. The Wife's AMEX Credit Card debt was due on 11 February 2020. However, as this was some months before the date of IJ, the debt has likely already been paid up. I thus also excluded this debt from the pool.

(L) WIFE'S LUXURY GOODS (JOINT SUMMARY S/N 77)

85 The Husband submitted that the Wife's luxury goods, valued at approximately \$119,000, should be included in the pool of matrimonial assets. The Husband further submitted that the luxury goods were interspousal gifts which were not *de minimis* and therefore should be included into the pool of assets. The Wife submitted that the luxury goods were not valued at \$119,000 and in any event, this would be contrary to the Husband's broad-brush approach. She also submitted that the engagement ring (\$30,000) and the Bottega bag (\$8,000) were gifted by the Husband to the Wife before the marriage and were to be excluded.

86 The Husband submitted that the luxury goods were valued in the UK for insurance purposes, however there was a lack of evidence of this valuation.

87 In my view, the engagement ring and the Bottega bag gifted 15 years ago were pre-marital assets and therefore should be excluded from the pool for division. The Christian Louboutin work heels that were purchased at \$3,000 had also become worn out, and therefore should be excluded from the pool for division. The remaining luxury goods valued at \$78,000 were put into the pool for division.

The total pool of matrimonial assets and liabilities

88 The net value of the pool of MAs liable for division was **\$4,648,511**, as set out in the table below.

S/N	Manner of Holding	Asset	Net Value
1.	Wife's Name	Matrimonial Home	3,950,000
2.		DBS Savings Account No. Ending 024	115,496
3.		DBS eMulti-Currency Account No. Ending 484	9,507
4.		DBS Multiplier Account No. Ending 523	2,804
5.		DBS SRS Account No. Ending 223	4,833
6.		POSB Account No. Ending 225 (Joint Account with C)	21,432
7.		[Company A] (Stock Options)	41,327
8.		ABERDEEN STANDARD INVESTMENTS: Aberdeen Standard Thailand Equity Fund SGD	4,120

S/N	Manner of Holding	Asset	Net Value
9.		FIRST STATE INVESTMENT: First State Dividend Advantage Class A	14,709
10.		FIRST STATE INVESTMENT: First State Regional India Fund	4,233
11.		DBS: AB FCP Global High Yield	5,467
12.		Fidelity Investment ISA Account Ending 271	59,090
13.		[Company C] Pension Scheme	133,321
14.		CPF Ordinary	266,360
15.		CPF Medisave	61,102
16.		CPF Special	185,062
17.		AVIVA MyWealthPlan Policy No. Ending 1317	83,685
18.		PRUCASH policy No. Ending 526	21,000
19.		PRULIFE policy No. Ending 159	51,000
20.		Wife's Luxury Goods	78,000

S/N	Manner of Holding	Asset	Net Value
21.		Outstanding Mortgage on Matrimonial Home	-1,989,195
1.	Husband's	UK Apartment	784,518
2.	Name	DBS Savings Account No. Ending 279	10,001
3.		DBS SRS Account No. Ending 223	21,602
4.		HSBC Current Account No. Ending 496	6,573
5.		Standard Chartered 774 Account	6,037
6.		Standard Chartered USD High Account No. Ending 535	1,980
7.		Standard Chartered FCY\$AVER Account No. Ending 721	1,689
8.		Standard Chartered FCY\$AVER Account No. Ending 378	1,870
9.		Standard Chartered BONUS\$AVER Account No. Ending 838	908

S/N	Manner of Holding	Asset	Net Value
10.		Standard Chartered Cheque and Save Account No. Ending 430	13,328
11.		NatWest Account No. Ending 081	146,672
12.		NatWest Account No. Ending 113	16
13.		NatWest Account No. Ending 638	5
14.		NatWest Account No. Ending 566 (Joint Account with C)	329
15.		HSBC UK Account No. Ending 561 (Joint Account with C)	90
16.		Clydesdale bank Account No. Ending 090	333
17.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: FSSA Dividend Advantage Fund	60,194

S/N	Manner of Holding	Asset	Net Value
18.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: LIONGLOBAL VIETNAM FUND	18,145
19.		Standard Chartered Investment Fund / Portfolio Account No. Ending 101: SCHRODER ISF ASIAN DIVIDEND MAXIMISER A	59,663
20.		DBS SRS Investment Account No. Ending 223: FID GLB DIV FUND A-MINCOME SGD	5,974
21.		DBS SRS Investment Account No. Ending 223: FSSA DIV ADVANTAGE A(QDIST)	16,197
22.		Singapore Savings Bonds	41,500

S/N	Manner of Holding	Asset	Net Value
23.		Halifax Instant ISA Saver Account No. Ending 066	181
24.		Halifax Junior Cash ISA Account No. Ending 969	6,479
25.		CPF Ordinary	70,781
26.		CPF Special	178,641
27.		CPF Medisave	59,552
28.		Volkswagen Golf A7	125,300
29.		Wines stored with Uncorked Ltd	7,588
30.		Her Majesty's Revenue and Customs	-77,404
31.		Money due to Husband's mother	-43,584
			4,648,511

Proportions of division

89 In *ANJ v ANK* [2015] 4 SLR 1043 (“*ANJ v ANK*”), the Court of Appeal set out a structured approach for the division of MAs. The structured approach is applicable to this dual-income marriage.

Direct Contribution Ratio

(1) Agreed Direct Contributions

90 The Husband and Wife agreed that the assets in each of their sole names should be taken as that party's direct contributions, except for the Matrimonial Home, POSB Account No. Ending 225 and the Wife's luxury goods. During the hearing, the parties agreed that the Husband's direct contributions to the Volkswagen Golf A7 is \$125,300.

91 I summarised the agreed direct contributions as follows:

S/N	Asset	Husband's contribution (\$)	Wife's contribution (\$)
1.	DBS Savings Account No. Ending 024	0	115,496
2.	DBS eMulti-Currency Account No. Ending 484	0	9,507
3.	DBS Multiplier Account No. Ending 523	0	2,804
4.	DBS SRS Account No. Ending 223	0	4,833

5.	[Company A] (Stock Options)	0	41,327
6.	ABERDEEN STANDARD INVESTMENTS: Aberdeen Standard Thailand Equity Fund SGD	0	4,120
7.	FIRST STATE INVESTMENT: First State Dividend Advantage Class A	0	14,709
8.	FIRST STATE INVESTMENT: First State Regional India Fund	0	4,233
9.	DBS: AB FCP Global High Yield	0	5,467
10.	Fidelity Investment ISA Account Ending 271	59,090	0
11.	CPF Ordinary	0	266,360
12.	CPF Medisave	0	61,102

13.	CPF Special	0	185,062
14.	PRUCASH policy No. Ending 526	0	21,000
15.	PRULIFE policy No. Ending 159	0	51,000
16.	DBS Savings Account No. Ending 279	10,001	0
17.	DBS SRS Account No. Ending 223	21,602	0
18.	HSBC Current Account	6,573	0
19.	Standard Chartered 774 Account	6,037	0
20.	Standard Chartered USD High Account No. Ending 535	1,980	0
21.	Standard Chartered FCY\$AVER Account No. Ending 721	1,689	0

22.	Standard Chartered FCY\$AVER Account No. Ending 378	1,870	0
23.	Standard Chartered BONUS\$AVER Account No. Ending 838	908	0
24.	Standard Chartered Cheque and Save Account No. Ending 430	13,328	0
25.	NatWest Account No. Ending 081	146,672	0
26.	NatWest Account No. Ending 113	16	0
27.	NatWest Account No. Ending 638	5	0
28.	NatWest Account No. Ending 566 (Joint Account with C)	329	0

29.	HSBC UK Account No. Ending 561 (Joint Account with C)	90	0
30.	Clydesdale bank Account No. Ending 090	333	0
31.	Standard Chartered Investment Fund / Portfolio Account No. Ending 101: FSSA Dividend Advantage Fund	60,194	0
32.	Standard Chartered Investment Fund / Portfolio Account No. Ending 101: LIONGLOBAL VIETNAM FUND	18,145	0
33.	Standard Chartered Investment Fund / Portfolio Account No. Ending 101: SCHRODER ISF	59,663	0

	ASIAN DIVIDEND MAXIMISER A		
34.	DBS SRS Investment Account No. Ending 223: FID GLB DIV FUND A-MINCOME SGD	5,974	0
35.	DBS SRS Investment Account No. Ending 223: FSSA DIV ADVANTAGE A(QDIST)	16,197	0
36.	Singapore Savings Bonds	41,500	0
37.	Halifax Instant ISA Saver Account No. Ending 066	181	0
38.	Halifax Junior Cash ISA Account No. Ending 969	6,479	0
39.	CPF Ordinary	70,781	0
40.	CPF Special	178,641	0
41.	CPF Medisave	59,552	0

42.	Volkswagen Golf A7	125,300	0
43.	Wines stored with Uncorked Ltd	7,588	0
44.	Her Majesty's Revenue and Customs	-77,404	0
45.	Money due to Husband's mother	-43,584	0
Sub-total of agreed direct contributions		799,730	787,020

(2) Disputed Direct Contributions

92 Based on my findings on the division above, the parties disputed their direct contributions to the Matrimonial Home and POSB Account No. Ending 225 (Joint Account with C), which were both in the Wife's sole name.

(A) THE MATRIMONIAL HOME

93 The Husband submitted that in the Wife's tabulation of the parties' direct financial contributions, the Wife did not include the Husband's contributions to the renovation and furniture. The Husband submitted that a more accurate depiction of the parties' direct financial contributions was as follows:

S/N	Description	Husband's contribution (\$)	Wife's contribution (\$)
1.	CPF	0	108,000
2.	Cash (option fee)	29,000	0
3.	Cash (down payment)	116,000	436,414.68
4.	Cash (stamp duty)	81,600	0
5.	Cash (conveyancing fees)	3,500	0
6.	Cash (mortgage payments)	0	370,596.60
7.	Renovation	14,295	0
8.	Husband's further contributions to renovations	150,000	0
9.	Husband's transfers to the Wife to pay for the mortgage instalments	35,000	0
	Total	429,395	915,011

94 On 20 June 2022, I directed the Husband to provide more information regarding his further contributions of \$150,000 for renovations and payments of \$35,000 to the Wife for the mortgage instalments. The Husband then made submissions on payments that he made towards the following items: (a) pre-purchase data on house prices; (b) e-Scooter purchased for commute; (c) option to purchase, deposit, stamp duty, conveyancing fees; (d) transfers to the Wife; (e) Haiku ceiling fans; (f) heat pump water heater; (g) air conditioning; (h) outdoor BBQ; (i) external storage space; (j) lighting; (k) electrician; (l) mattress from the UK; (m) building work and painting; (n) pest control; (o) other large purchases; (p) smaller online purchases; and (q) household upgrades in 2019 and 2020. The Wife raised objections to most of the items. The Wife further submitted that she was the one who had paid for the lighting, not the Husband, and in addition, she paid for curtains, furniture and cost of movers.

95 As emphasised by the Court of Appeal in *UYQ v UYP* [2020] 1 SLR 551 (“*UYQ v UYP*”) at [2], it is an impossible exercise to attempt to take into account every detailed record of transactions or acts during the marriage. I noted that, as the Husband submitted, at the time when the purchases were made, the Husband treated the family’s finances as fully fungible as there was no anticipated reason for him to track his spending. Attempting to dredge up every record is futile because human memory is fallible, and also constitutes an exercise in obfuscation when viewed against the tendency for parties to try to locate every detail in their favour in the aftermath of a broken marriage. A mechanistic, overly-arithmetical application of the structured approach in *ANJ v ANK* must therefore be assiduously avoided (*UYQ v UYP* at [2]–[3]). The focus ought to be on the major details as opposed to every conceivable detail (*UYQ v UYP* at [4]).

96 Applying the broad-brush approach, I found that it was not appropriate to consider every single item that parties can recall they had purchased for the house. After all, there would have been many such items purchased but not tracked or in one's memory and therefore not before the court. Furthermore, in the course of upkeeping a family home, it is expected that both working parties will participate in covering expenses for various items. I adopted a broad-brush approach and excluded the contributions made to the pre-purchase data on house prices, the e-Scooter, outdoor BBQ, external storage space, pest control, smaller online purchases such as the purchases of the toaster, kettle, security camera, pressure washer, chairs, bean bags and dehumidifier. I also did not include the ceiling fans, water heater, air conditioning, mattress, curtains and costs of movers. I also agreed with the Wife that the further household upgrades were made after the breakdown of the marriage and did not include this in considering direct contributions. These contributions towards building up a comfortable home to live in could be considered when assigning the parties' indirect contributions.

97 In respect of direct contributions, I took into account the major items, such as the contributions towards the renovation and the large purchases made to make the home liveable. For the other large purchases, I noted that the Wife did not dispute most of the items. I therefore included them, with the exception of the fish tank, Harvey Norman purchases and wine fridge.

98 Similarly, for items towards which both parties had contributed, it would not accord with the broad-brush approach to mechanistically determine a fine-tooth combed ratio for the parties' contributions to each item. Having reviewed the evidence and submissions, I accepted that both parties made contributions towards the lighting, electrician and building work and painting. I also noted that in respect of transfers made to the Wife, the Wife accepted that \$41,000

was transferred to her, but this was because she had made substantial withdrawals to purchase the Matrimonial Home. I therefore excluded these items in determining the ratio of direct contributions towards the Matrimonial Home.

99 In summary, I found the parties' contributions in respect of the Matrimonial Home to be as follows:

S/N	Description	Husband's contribution (\$)	Wife's contribution (\$)
1.	CPF	0	108,000
2.	Purchase (option to purchase, deposit, stamp duty, conveyancing fees, mortgage payments)	230,100	807,011
3.	Renovation	14,295	0
4.	Other large purchases	13,881	4,705
	<u>Total</u>	258,276	919,716
	Proportion of net value (\$1,960,805)	429,908	1,530,896

(B) POSB ACCOUNT NO. ENDING 225 (JOINT ACCOUNT WITH C)

100 The Wife submitted that the direct financial contributions of the monies in her POSB Account No. Ending 225 (“Wife’s joint account with C”) amounting to \$21,432 should be attributed to her. However, the Husband submitted that the Wife had not adduced evidence to prove that she had contributed monies into this account. Instead, he submitted that all the monies in this account were mostly C’s “red packet” money. The Husband instead submitted that the direct financial contribution to the monies in this account should be attributed equally to the parties.

101 In my view, given the state of the evidence, it was fair that the monies in this account be attributed equally between the parties for the purpose of attributing direct contributions.

(3) Conclusion on the Direct Contribution Ratio

102 In conclusion, I found that the direct contribution ratio of the parties is as follows:

	Husband (\$)	Wife (\$)
Sub-total of agreed direct contributions	799,730	787,020
Matrimonial Home	429,908	1,530,896
Wife’s joint account with C	10,716	10,716
UK Apartment	784,518	0
[Company C] Pension Scheme	0	133,321

AVIVA MyWealthPlan	0	83,685
Wife's Luxury Goods	32,000	46,000
Total	2,056,872	2,591,638
Ratio	44.25% ≈ 45%	55.75% ≈ 55%

I noted that if and when the remaining [Company A] stock options that have yet to vest do indeed vest in the future, then, it followed logically that the direct contribution ratio could change. This would entail a direct contribution ratio that could fluctuate as the shares vest in future. In my view, a broad-brush approach in assigning direct contributions should be taken especially as the asset pool includes some stock options that have not yet been vested. The direct contribution ratio was reached in broad strokes and should not change even when more shares vest in future. In view of the foregoing, I found that the direct contribution ratio is 45:55, with the Wife having contributed the larger share.

Indirect Contribution Ratio

103 The Wife's position was that the indirect contribution ratio should be 70:30 in her favour. Her counsel submitted that the Wife has paid for the bulk of C's expenses and has made extremely significant indirect financial contributions throughout the marriage. I summarised the Wife's arguments as follows:

- (a) The Wife paid for C's therapy, enrichment classes and school fees (except for C's school fees, which were mostly paid for by the Husband). In total, the Wife submitted that she has paid \$181,375.

(b) The Wife paid for most of the family's groceries, whereas the Husband currently pays for his own groceries only. Further, the Wife fully paid for C's supplements.

(c) The Wife paid for the utilities, property tax, upkeep and gardening services of the Matrimonial Home. The Husband did not dispute that the utilities and the property tax were paid solely by the Wife.

(d) The Wife paid for the rent of the home in which they stayed from 2014. The rent was \$5,600 a month.

(e) The Wife paid for the majority of the expenses relating to the family's helper. While the Husband has transferred \$50 to the helper four times and bought her a phone, the rest of the helper's expenses were solely borne by the Wife.

(f) The Wife made all payments for C's medical expenses, unless the Husband brought C for consultations or helped to collect his medicine. The Wife also submitted that the Husband did not pay a single cent for C's surgery in the UK but instead profited off it.

104 In terms of the Wife's indirect non-financial contributions, the Wife submitted that she has been in charge of C's day-to-day activities. She scheduled his therapy session, took charge of his schedule during school breaks and signed him up for camps. While the Husband contributed by assisting with signing C up for camps (after the breakdown of the marriage), the Wife did the bulk of the planning. In respect of the UK Apartment, the Wife did all the cleaning, laundry, cooking and ironing. She was also the sole carer for C when he was born and was on maternity leave for eight months. In respect of the Matrimonial Home,

the Wife submitted that she was the main caregiver to C. She also managed and supervised the helper.

105 The Husband's position was that the indirect contribution ratio should be 65:35 in his favour. His counsel submitted that his indirect non-financial contributions included supporting the Wife while she was pregnant with C, playing an active role in entertaining the Wife's friends and family when they visited the parties and checking on C frequently when he was at nursery, as he started nursery in the same building where the Husband worked.

106 Furthermore, the Husband submitted that he had always been C's primary caregiver since C was an infant. The Husband planned C's birthday parties and was the primary caregiver whenever the Wife travelled for work. The Husband was made redundant from work from November 2013 to September 2014 and took the opportunity to play the role of a stay-at-home father. He also submitted that he had taken the lead in relation to C's medical condition and conducted research relating to his medical condition, wrote directly to neurologists around the world to seek their input and even made a solo trip to the UK in 2018 to meet a surgeon ahead of C's surgery. Following this, he took the lead in planning the trip to the UK in 2018 so that C could undergo brain surgery. He then handled the follow-up with the doctors, the insurance claims and liaised directly with C's therapists. Since 2019, the Husband had been a stay-at-home father and thus has continued to be C's primary caregiver. From 2016 until the pandemic in 2020, the Wife had travelled more extensively for work. The Husband thus brought C out for meals, activities and put C to bed when the Wife is not around.

107 In my view, in respect of the parties' indirect financial contributions, after reviewing the affidavits and submissions, I found that both parties worked

together to pay for the family's expenses. I thought that both parties had contributed towards C's school and therapy expenses, with the Husband contributing more to the former and the Wife contributing more to the latter. The Husband contributed more for C's school fees, which the Wife estimated to be about \$150,000. The Wife contributed more to C's therapy, which she estimated to be about \$181,375. I also noted that the Husband was made redundant in 2019 and the Wife should accordingly be given credit for her indirect financial contributions after this point.

108 As for indirect non-financial contributions, I thought both were similarly almost equally involved in the raising of C. Even now, after the breakdown of the marriage and when undergoing divorce and AM proceedings, they continued to live under one roof caring for C. Both parties were also committed to ensuring that C received the appropriate medical help for his condition, with the Wife scheduling C's therapy sessions and the Husband doing the research and taking trips to the UK ahead of C's brain surgery.

109 The Wife had focused on and paid substantially for the expenses on C's therapy, and also contributed significantly financially towards the family's expenses especially in the later part of the marriage; I noted that she had contributed \$48,000 towards C's treatment in the UK, and when the Husband received the insurance pay-out, he stated that he was made redundant and needed the funds for family expenses. I thus assigned a higher ratio to the Wife in indirect contributions. The indirect contribution ratio was 55:45 in favour of the Wife.

Overall Ratio

110 Using a broad-brush approach, averaging the direct contribution ratio and indirect contribution ratio above resulted in an average ratio of 45:55 between the Husband and Wife.

	Husband	Wife
Direct contributions	45	55
Indirect contributions	45	55
Average Ratio	45	55

111 The parties were directed to work out the consequential orders. If they were able to come to an agreement on them, they may send a draft to the court for approval, indicating their consent before extracting the said order. The parties also were given the liberty to apply to court, should they be unable to come to an agreement on the consequential orders.

Maintenance for wife

112 The parties have agreed that there will be no maintenance for the Wife.

Maintenance for child

113 The Husband estimated C's monthly expenses to be approximately \$12,729 while the Wife estimated C's monthly expenses to be approximately \$15,492. The main difference was accounted for by the parties' estimates of C's therapy costs.

Item	Wife's estimate (\$)	Husband's estimate (\$)
School fees	3,830	3,300
School meals	110	110
School bus	100	200
School uniform	0	150
School books and stationery	0	150
Transport	0	50
Medical	0	500
Dental	0	20
Haircut	0	30
Dining out	500	1,000
Outings and entertainment	25	500
Clothes and shoes	0	300
Insurance	91	379
Literacy therapist	2,432	0

Literacy therapist	720	0
Swimming	300	0
Occupational therapist	2,000	0
Speech language therapy	0	160
Judo	0	160
C's therapy sessions, extracurricular activities	0	800
Programs arranged during school holidays	200	200
Toys, clothes and books	300	500
Supplements	200	0
Birthdays	100	0
Gifts (for birthday parties)	45	0
Household	4,539	1,300
Holiday and travel	0	1,500
Rent and utilities	0	3,000

Total	15,492	12,729
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114 The Husband submitted that the Wife is to pay the Husband \$14,000 as maintenance for C. He submitted that after the parties receive their share of the sale proceeds from the Matrimonial Home, the Wife shall pay the Husband \$7,000 as maintenance for C. He further submitted that parties shall share all mutually agreed therapy, tuition and enrichment classes equally. However, for C’s therapy, tuition and enrichment classes that were not mutually agreed on, the Wife shall be solely responsible those expenses. The Wife submitted that the Husband should pay her \$7,000 per month for the child’s expenses and one-half of all of the child’s medical expenses.

115 The Wife submitted that the most significant discrepancy can be seen in the Husband limiting C’s therapy to a mere \$800, whereas the Wife has valued this item at about \$5,000. The Wife also submitted that the Husband has inflated some of the amounts, such as C’s school uniform, school books and stationery, dining out expenses and clothes/shoes.

116 In my view, there were several items which were listed in the Joint Summary that were no longer applicable. Some therapists were no longer working with C. More recently, the Wife sought to engage an occupational therapist and a literacy tutor to work with C. The exact therapy that C would have was, at the time of that the decision was delivered, not certain. Given my orders on custody and bearing in mind the KKH Report’s recommendations regarding the frequency of C’s therapy, I included the maintenance amount for therapy at \$2,500. I noted too that there are some “overlaps” in the items set out by the parties.

117 I was of the view that the following fairly sets out C's reasonable monthly personal expenses (excluding accommodation and household expenses) at \$8,170:

Item	Amount (\$)
School fees	3,565
School meals	110
School bus	150
School uniform	20
School books and stationery	50
Medical and Dental	500
Haircut	30
Toys, books, clothes and shoes	300
Insurance	200
Therapy	2,500
Swimming, judo, and such	500
Programmes arranged during school holidays	100

Supplements	100
Gifts (for birthday parties)	45
Total	8,170

118 The individual items of expenses set out above were used to gauge the total reasonable monthly expenses. It would not be practically possible for anyone to spend exactly the same amount per month, every single month. The monthly sum of reasonable expenses reached was a fair way to provide a sort of “budget” for the maintenance of the child, and parties ought to manage the finances in a flexible and sensible way.

119 I ordered that both parties are to bear C’s expenses equally. As the parties have shared care and control, in practical terms, if the practice is that one party pays for any of the items of expense first, the other should reimburse and bear half those costs, subject to the sum stated above for each item/category. Each party is to bear the other living expenses not stated at [117] above during their period of care with C, including meals at home and dining out. Since a shared care and control arrangement had been ordered, each party is to bear their respective costs for C’s accommodation and household expenses when he is in his or her respective care. If either party wishes to travel with C, that party is to bear the travel expenses solely.

One final point

120 I reiterated what I had said in *UYQ v UYP* [2020] 3 SLR 683 at [66] and reminded both parties to approach these divorce proceedings as a re-organisation of the family’s living and financial arrangements instead of a forum

to litigate over various matters. There is much more to the life ahead than a forensic account of monetary matters in the marriage:

... I must stress that the division exercise in s 112 deals only with assets. The Court of Appeal has explained that when a marriage breaks up, the spouses' contributions, financial and non-financial, "are translated into economic assets in the distribution according to s 112(2) of the Act" (see [44] above, and *NK v NL* at [20]). Apart from such economic assets, there are immeasurable "gains" in a marriage that the court cannot divide. These "gains" are not insignificant, and include the relationship that parties had shared over the years, the life they built together, and most significantly, their children. The full experience of the responsibilities and joys of parenting, the closeness and love shared between parent and child, even financial support that adult children may subsequently give to the elderly parties later in life, are some of life's treasures this court cannot divide between spouses. One must not lose sight of the family law principles at play in s 112. The family justice system does not belittle the pain that often overshadows the joy experienced in the days before the marriage was broken; but it does exhort parties to reach deep to find a way forward.

Debbie Ong
Judge of the Appellate Division

Alain Abraham Johns (Alain A Johns Partnership) for the plaintiff;
the defendant in person.
