

HONG KONG / JUDGMENT

LJE v. ZM

COURT

Family Court

DECIDED

23 February 2011

CASE / FILE NUMBER

FCMC14025/2008

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bjbj FCMC 14025/2008 IN THE DISTRICT COURT OF THE HONG KONG SPECIAL
ADMINISTRATIVE REGION MATRIMONIAL CAUSES NO. 14025 OF 2008

BETWEEN LJE Petitioner and Respondent

Coram: HH Judge C.K. Chan in Chambers (not open to public) Dates of Hearing: 4-5 January 2011
Date of Handing Down Judgment: 23 February 2011

J U D G M E N T

This is a trial on the Respondent Wife (hereinafter called the wife s application for ancillary relief against the Petitioner Husband (hereinafter called the husband). Brief History The parties married in March 2006 but separated since October 2008. They have no children out of this marriage. It is the case of the husband that the wife had adopted a non-caring attitude after marriage and so he issued a petition for divorce based on the wife s behaviour in November 2008. A decree nisi was granted on 4 February 2010. The wife has issued 2 notices of intention to proceed with application for ancillary relief dated 8 January 2009 and 20 January 2009 respectively. As the parties failed to reach any settlement during the FDR hearing, the case was therefore transferred to my court for trial.

Issues

After hearing the parties evidence in court, I think there are 2 main issues for the court s adjudication: The length of the marriage; and What kind of ancillary relief order should be granted after the consideration of all the circumstances of this case? The Length of the Marriage The length of the marriage is important because according to the husband, the parties married in March 2006 and separated in October 2008. Therefore, this was a short marriage of about 2 years.

On the contrary, it is the wife's case that the parties started to live together as if husband and wife since about 2001 and so this should be a 7 years marriage. The Evidence of the Husband The husband is now aged 61, currently an Engineering Development Manager with a major local construction company (). In his evidence, he said the nature of his work required him to work in different locations including various cities in mainland China. He said he first met the wife in a karaoke club in the city of Dongguan in about September 2001. The wife was then aged 21 and working as a hostess in the club. The husband said his relationship with the wife then was purely business in that he would pay HK\$1,000 for the wife to spend a night with him in his hotel room. He used her service for about 2 to 3 times a week. In about 2002, the husband was tired of staying in a hotel and so he requested his employer to allow him to rent a flat in Dongguan, which request was approved. He allowed the wife to stay in and looked after the rented flat and he continued to pay for her services when he was there. He said during that period of time, he had to come back to Hong Kong for meetings and rest at weekends, and go for site inspections in other cities from time to time. He only stayed at the rented flat for about 15 times in a month. He said the wife's English was poor at that time and they had to communicate by using his phrase book. In about January 2003, the husband decided to buy a new car in Dongguan and upon the request of the wife, he allowed her to use the car. He also paid for her driving and tuition test. In about August of the same year, the husband decided to buy a flat at Grand Lake, Dongguan (the Grand Lake Property) as his employer agreed to grant him non-accountable accommodation allowance. Ownership of a flat by a foreigner was difficult and upon the offer of the wife, the flat was purchased in her name. In about September 2003, the husband was appointed as the Design Manager of the Shenzhen Western Border Crossing Project which required him to work mainly in Hong Kong with frequent travelling to other parts of the mainland. As a result, his meeting with the wife was less frequent, reducing to about once every month. Apart from allowing the wife to stay at the Grand Lake Property, the husband paid her about HK\$2,000 a month each time he saw her during weekend. He also gave her a cash point card to discharge any expenses incurred for the maintenance of the Grand Lake Property. After the completion of the Shenzhen Western Border Crossing Project, the husband was transferred to the Stonecutters Bridge Project in Hong Kong and changed employer to another company (). The deck of this bridge was also fabricated in Dongguan which required his attention and associated occasional site visits. But his base was still in Hong Kong and so he continued to see the wife about once a month. The wife then suggested they should get married so that she could obtain multiple entry permits to come to Hong Kong to see the husband more often. The parties eventually married in March 2006. The husband does not dispute that prior to 2006, there was some kind of pre-marital cohabitation but they were far from living as husband and wife. Therefore, it is the case of the husband that the marriage should only be counted from 2006 as a 2 year marriage. The Evidence of the Wife According to the wife, she knew the husband through a friend at the club and they started dating shortly after this meeting. Their relationship then became intimate and they started cohabitation and lived together as if husband and wife. The wife denies that her relationship with the husband was one of business in the 2001-2006 period. She pointed to the following facts to refute the allegation that she was just providing a service to the husband for a reward: Shortly after their cohabitation, the husband has bought her the Grand Lake Property which was used as their

home. The husband has also bought her a brand new car with all driving tuition and test fees paid. The husband has introduced her to his mother and nephew when they came to visit him from Australia. The husband has given her a cash point card and a credit card to use. She has assisted in the husband's work by providing translating service and also encouraged him to make wise investments in properties. It is the case of the wife that during the period between 2001 and 2006, they have lived together as husband and wife and therefore, that period of time should also be counted as part of their marriage. The Law As to whether pre-marital cohabitation should be considered as part of the marriage, Ribeiro NPJ had this to say in the latest Hong Kong Court of Final Appeal case of *WLK v. TMC* (FACV No. 21/2009, date of Judgment: 12 November 2010) at paragraphs 97 to 100: .. Pre-marital cohabitation is clearly capable of coming within section 7 as a species of conduct or as a fact to be taken into account as a relevant part of all the circumstances. But, as pointed out by Hartmann J (as he then was) in *F v. F*, the fact of cohabitation per se is not sufficient. It is the nature of the cohabitation which dictates whether it should be taken into account in the exercise of the court's discretion under section 7

98. Pre-marital cohabitation which is taken into account tends to involve the parties living together in circumstances which approximate to cohabitation as a married couple. Thus, in *GW v RW* (Financial Provision: Departure from Equality), Mr. Nicholas Mostyn QC, sitting as a Deputy High Court Judge, agreed with Hartmann J's approach and stated: in my judgment where a relationship moves seamlessly from cohabitation to marriage without any major alteration in the way the couple live, it is unreal and artificial to treat the periods differently.
99. And, in *CO v CO* (Ancillary Relief: Pre-Marriage Cohabitation), Coleridge J stated: Committed, settled relationships which often endure for years in the context of cohabitation (often but not always with children) outside marriage must, I think, be regarded as every bit as valid as those where parties have made the same degree of commitment but recorded it publicly by civil registration, ie by marriage.
100. In contrast, in *H v H*, Balcombe J considered the parties pre-marital relationship irrelevant: To consider it as equivalent to a true period of marriage would be cynical in the extreme. It lacked any semblance of permanence; there were no children, and on the several occasions when they separated both considered themselves free to take another partner. From the above authority, I think the following 2 important principles can be gathered: Pre-marital cohabitation is capable to become a relevant factor to be considered under s.7 of the Matrimonial Proceedings and Property Ordinance, Cap.192 (MPPO) in deciding on an application for ancillary relief; and Pre-marital cohabitation which is taken into account tends to involve the parties living together in circumstances which approximate to cohabitation as a married couple with their relationship moves seamlessly from cohabitation into marriage. Whether the husband paid for the service of the wife before marriage A rather controversial issue in this case is the husband's allegation that he did pay for the wife's service when they first met in 2001. The frequency of the parties seeing each other I think it is quite beyond dispute that the husband has spent quite a lot of his time in Dongguan in the 2001-03 period. At that time, he was employed by G in Hong Kong but

stationed mainly in Dongguan. He said during that time, on average he spent about 15 days in a month there. However, as from September 2003, he was appointed as the Design Manager of the Shenzhen Western Cross Border Project which required him to work mainly in Hong Kong, with frequent travels among the construction site in Lu Fau Shan, offices in Quarry Bay and Tseng Kwan O, and his home in Discovery Bay. As a result, his contact with the wife was reduced to about once a month. This was denied by the wife. However, it was not too clear from her evidence on the frequency of their meetings during that period of time. After considering the parties evidence in this regard, I find it more likely than not that the frequency of the parties meeting during this period must have been reduced substantially due to the changes in the husband s employment. It was just not practical for him to maintain the same frequency of meeting with the wife if his main work base has been shifted to Hong Kong. Therefore, I accept the husband s evidence that he was only meeting the wife about once a month during that period. After the completion of the Shenzhen Western Cross Border Project in November 2005, the husband left G and joined another company A. His work was transferred further inside the Hong Kong territory as he was required to work on the Stonecutters Bridge Project. With his main work base being shifted further way from Dongguan, I again accept that he was only meeting the wife about once a month during this rather short period before their marriage in March 2006. Therefore, by an analysis of the 5 years period before the parties eventual marriage in March 2006, it is my finding that the parties were together for about 15 days in a month for the initial period from September 2001 to September 2003. However, as from September 2003 to their marriage in March 2006, the frequency of their meeting has been substantially reduced to about once a month only. Furthermore, I also have to bear in mind that even during the period in which the parties were seeing each other more, i.e. from September 2001 to September 2003, the fact was that the husband s marriage to his first wife was still in subsistence. Bearing all the above facts in mind, in particular, the rather infrequent meeting of the parties between 2003 and 2006, I tend to accept the husband s version that the parties had not cohabited as husband and wife before their marriage in 2006 and therefore, any period of cohabitation should not be counted towards the length of their marriage. In reaching this conclusion, I am well aware of the special features of the parties relationship prior to marriage, including the purchase of a flat in the wife s name; the purchase of a car for her use; and the provision of a cash point card, etc. However, all these features are not so unique that they must point to a husband and wife relationship. They are equally applicable to relationship between a man and his mistress or between two very close and intimate lovers. In short, I am not satisfied that the parties had been living as husband and wife in the few years before their marriage in 2006. The period of marriage should only count from 2006 to 2008, i.e. it was a 2 year marriage. The Law on Ancillary Relief The jurisdiction of the Court in granting financial relief for a party is governed by section 4 of the Matrimonial Proceedings and Property Ordinance, Cap 192 (MPPO) which provides:

4. Financial provision for party to a marriage in cases of divorce, etc.

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- (1) On granting a decree of divorce, a decree of nullity of marriage or a decree of judicial separation or at any time thereafter (whether, in the case of a decree of divorce or of nullity of marriage, before or after the decree is made absolute), the court may, subject to the provisions of section 25(1), make any one or more of the following orders, that is to say-
 - (a) an order that either party to the marriage shall make to the other such periodical payments and for such term as may be specified in the order;
 - (b) an order that either party to the marriage shall secure to the other to the satisfaction of the court, such periodical payments and for such term as may be so specified;
 - (c) an order that either party to the marriage shall pay to the other such lump sum or sums as may be so specified.
 - (2) Without prejudice to the generality of subsection (1)(c), an order under this section that a party to a marriage shall pay a lump sum to the other party-
 - (a) may be made for the purpose of enabling that other party to meet any liabilities or expenses reasonably incurred by him or her in maintaining himself or herself or any child of the family before making an application for an order under this section;
 - (b) may provide for the payment of that sum by instalments of such amount as may be specified in the order and may require the payment of the instalments to be secured to the satisfaction of the court. Apart from the granting of financial relief, the court has also power to grant a property transfer order or a sale of property order under ss.6 and 6A of MPPO:
 6. Orders for transfer and settlement of property and for variation of settlement in cases of divorce, etc.
 - (1) On granting a decree of divorce, a decree of nullity of marriage or a decree of judicial separation, or at any time thereafter (whether, in the case of a decree of divorce or of nullity of marriage, before or after the decree is made absolute), the court may, subject to the provisions of sections 10 and 25(1), make any one or more of the following orders, that is to say- an order that a party to the marriage shall transfer to the other party, to any child of the family or to such person as may be specified in the order for the benefit of such a child such property as may be so specified, being property to which the first-mentioned party is entitled, either in possession or reversion;

an order for the sale of such property as may be specified in the order, being property in which or in the proceeds of sale of which either or both of the parties to the marriage has or have a beneficial interest, either in possession or reversion, and for the use of the proceeds of such sale 6A. Orders for sale of property Where the court makes an order under section 4, 5 or 6 then, on making that order or at any time after the making of that order, the court may make a further order for the sale of such property as may be specified in the order, being property in which or in the proceeds of sale of which either or both of the parties to the marriage has or have a beneficial interest, either in possession or reversion. [HYPERLINK "http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Prev"](http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Prev) [HYPERLINK "http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Next"](http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Next) [HYPERLINK "http://www.legislation.gov.hk/blis_ind.nsf/WebSwitchLang?OpenAgent"](http://www.legislation.gov.hk/blis_ind.nsf/WebSwitchLang?OpenAgent) [HYPERLINK "http://203.85.188.32/blisdata/blis.nsf/WebBacktoView?OpenAgent"](http://203.85.188.32/blisdata/blis.nsf/WebBacktoView?OpenAgent) [HYPERLINK "http://203.85.188.32/CltIndex.htm"](http://203.85.188.32/CltIndex.htm) \t "_parent" [HYPERLINK "http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Prev"](http://www.legislation.gov.hk/blis_ind.nsf/e1bf50c09a33d3dc482564840019d2f4/4d588636363cc08c88256489000ba67d?Navigate&To=Prev) Section 7 Considerations In deciding on how to exercise its power in this regard, the Court is bound to consider Section 7 of MPPO which provides:

7. Matters to which court is to have regard in deciding what orders to make under sections 4, 5 and 6
- (1) It shall be the duty of the court in deciding whether to exercise its powers under section 4, 6 or 6A in relation to a party to the marriage and, if so, in what manner, to have regard to the conduct of the parties and all the circumstances of the case including the following matters, that is to say- the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future; the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future; the standard of living enjoyed by the family before the breakdown of the marriage; the age of each party to the marriage and the duration of the marriage; any physical or mental disability of either of the parties to the marriage; the contributions made by each of the parties to the welfare of the family, including any contribution made by looking after the home or caring for the family; in the case of proceedings for divorce or nullity of marriage, the value to either of the parties to the marriage of any benefit (for example, a pension) which, by reason of the dissolution or annulment of the marriage, that party will lose the chance of acquiring. Recent Case Law In the recent Court of Final Appeal case of LKW v. DD (FACV No 16/2008, Date of Judgment: 12 November 2010), Ribeiro PJ, after considering the recent line of English authorities of *White v. White* [2001] 1 AC 596; *Miller v. Miller and McFarlane v. McFarlane* [2006] 2 AC 618, has given a detailed discussion on how a Hong Kong court should approach the issue of ancillary

relief. The following is a brief summary of His Lordship rulings in the case:

- (1) The old Hong Kong Court of Appeal case of *C v. C* [1990] 2 HKLR 183 should be over ruled (paragraph 22 of the Judgment). In other words, the principle of reasonable requirements as laid down therein should no longer be followed. When the court exercises its discretionary powers under s.7 of the MPPO, guidance may properly be sought from the *White v. White* line of cases (paragraph 46 of the Judgment). Ancillary relief applications are highly fact-sensitive and judges dealing with them must ultimately be guided by s.7 of MPPO and the implicit aim of arriving at a fair financial outcome as between the parties (paragraph 52 of the Judgment). In most cases, the available assets are usually not sufficient to cater for the needs of both parties so that the exercise does not progress beyond consideration of their needs (paragraph 54 of the Judgment). The principles underpinning the *White v. White* line of cases can be summarised as follows:
 - (i) The implicit objective of a s.7 (of MPPO) exercise is to arrive at a fair distribution of the assets as between the parties (paragraph 56 of the Judgment); (ii) The concept of fairness requires the refutation of any gender or role discrimination (paragraph 57 of the Judgment); (iii) With a view to eliminating insidious discrimination and promoting fairness, judges should check their tentative views on distribution against a yardstick of equal division which should be departed from only for good, articulated reasons (paragraph 58 of the Judgment); and (iv) The court should not countenance any attempt to engage in costly and often futile retrospective investigations of the failed marriage which tends to deplete the parties (and the court
 - s) resources and to increase antagonism and discourage settlement (paragraph 62 of the Judgment). The actual steps to be taken by a court in undertaking the s.7 exercise should be as follows:
 - (i) The ascertainment of the financial resources of each of the parties calculated as at the date of the hearing (paragraphs 71 to 73 of the Judgment); (ii) The assessment of the parties financial needs. If the total resources are not enough to meet the parties needs, the s.7 exercise should stop here and there is no room to apply any sharing principle (paragraphs 74 to 79 of the Judgment); (iii) If surplus assets would remain after the parties needs have been catered for, the next step should normally be for the court to apply the sharing principle to the parties total assets, with a yardstick of equal division as part of that principle. This means that the total assets should be divided equally between the parties unless there is good reason for departing from an equal division (paragraphs 80 to 82 of the Judgment); (iv) In considering whether good reasons exist for departing from equal division, the answer is to be found in the terms of s.7 and the implicit objective of a fair distribution of the assets. Factors like source of the assets, conduct, financial needs, duration of the marriage, contribution to the family and compensation are all material considerations (paragraphs 83 to 130 of the Judgment); and

- (v) The weight to be given to each of the factors is a matter of discretion for the court (paragraph 131 of the Judgment). The Important Facts of this Case The Wife's Financial Resources and Needs The wife is now aged 31. She used to be a Project Officer/Executive Assistant of a company in the mainland () with a monthly income of about HK\$7,300. However, due to her health and the pressure of the present proceedings, she has stopped working since October 2010. In her evidence in court, she agreed that after the conclusion of the present proceedings, she is confident that she would be able to resume working with a similar income of about \$7,300 per month. As to landed properties, there are currently 2 properties in the mainland registered under her name, namely the Futian Property and the Teacher's Village Property. There used to be a 3rd Property in the wife's name and that was the Grand Lake Property. According to the wife, the Grand Lake Property was already sold in 2010 and the sale proceeds were deposited into her bank account, which I accept was indeed the case. The parties used to have an agreement back in September 2009 on the value of all the parties' respective properties. The then agreed value of the Futian Property was \$950,000 and the Teacher's Village Property was \$200,000. However, the wife now argues that the valuation was 17 months ago and is therefore outdated. However, she failed to adduce any evidence of the properties' present value. I think it is well known that the property markets, especially in Hong Kong have been very active in the 2 years. In order to do fairness to both parties, I am prepared to adopt a rather conservative increase of 5% to the value of the parties' properties for the purpose of this ancillary relief trial. Therefore, for the Futian Property and the Teacher's Village Property, I am prepared to accept their valuation at \$997,500 and \$210,000. As there is still an outstanding mortgage of \$688,663 in respect of the Futian Property, I am satisfied that the net value of that property is \$308,837. As far as I know, the Teacher's Village Property is free of mortgage. During trial, there was also an issue on the beneficial ownership of the Teacher's Village Property which is presently under the sole name of the wife. It is the wife's case that she is just one of the owners of the property holding the beneficial interest on trust for her parents and siblings. Apart from the bare assertion of the wife, I can see no evidence on such a proposition. In the circumstances, I am satisfied that the wife is the sole beneficial owner of the Teacher's Village Property. By way of summary, I am satisfied that the wife is the owner of the following assets: Items Value Futian Property \$308,837 Teacher's Village Property \$210,000 Bank deposits \$113,037 Diamond ring \$20,000 Total: \$651,874 As to the wife's needs, she is now residing in the Teacher Village Property with her mother and younger sister. In her Form E, she listed out her total monthly expenses at \$28,317, among which \$4,624 was for the mortgage repayment of the Futian Property. As I understand that the wife is also receiving rental income of about \$4,000 which can more or less cover the mortgage repayment. I do not intend to go into each and every item as listed in the Form E but I do feel that certain items therein should not be included for the purpose of this trial. They include the items on the wife's contribution to her own parents and dependent family members, which amount to \$3,000. Overall speaking, for a single person like the wife living in self owned and mortgage free property in the mainland, I am of the view that a monthly budget of about \$10,000 will be more than reasonable. The Husband's Financial Resources

and Needs The husband is now aged 61, turning 62 in 1 month s time. He is an Engineering Development manager with a major local construction company on a contract until 17 February 2012. His basic monthly salary is \$67,140 with \$10,000 travelling allowance and \$35,670 other allowances. He is also entitled to a gratuity of \$159,000 for the completion of 1 year s contract, i.e. about \$13,250 per month. Therefore, I am satisfied that the total monthly remuneration package of the husband amounts to \$126,060. Of course, I have to bear in mind that the husband is already approaching his retirement age. His current contract will end in February 2012 and by that time, the husband will be almost 63 years of age. According to the husband, there is some uncertainty on whether his contract will be renewed. The husband is also in possession of a number of assets, including certain landed properties. The parties have previously agreed on the value of the properties but as I said in paragraph 38 of this judgment, I will add 5% onto the agreed value in order to reflect more fairly on the recent appreciation of property prices. In the circumstances, the total value of the husband s assets is: Items Value Crystal Court Property \$3,276,000 (from \$3,120,000) Celestial Mansion Property \$2,257,500 (from \$2,150,000) Peaceful Mansion Property \$2,394,000 (from \$2,280,000) Union Lane, UK \$1,968,750 (from GBP 150,000 at 1:12.5) Bank accounts \$27,836 Endowment policy \$312,500 (GBP 25,000 at 1:12.5) Car \$75,000 (GBP 6,000 at 1:12.5) MPF \$110,186 Total: \$10,421,772 The above figures have not taken into account of the husband s mortgage liabilities and other debts which include: Outstanding Mortgage Amount Crystal Court \$1,065,093 Celestial Mansion \$907,332 Peaceful mansion \$1,589,479 Union Lane, UK \$546,975 (GBP 43,758 at 1:12.5) Other liabilities HSBC: Personal loan \$11,034 Revolving credit \$181,000 Visa Advance \$16,788 Visa Gold \$61,719 Hang Seng Bank \$85,143 Dah Sing (personal loan) \$41,470 Dah Sing (tax loan) \$100,000 Income tax 09/10 \$200,307 Property tax \$12,050 Total: \$4,818,390 By deducting the above liabilities from his current assets, I am satisfied that the husband is currently in possession of net assets in the sum of \$5,603,382. In his Form E, the husband quantified his monthly needs at \$128,316, taking into account of all the monthly mortgage repayments and the maintenance pending suit that he is currently paying. If one shall leave all those payments aside, I would assess the husband s reasonable monthly needs at the sum of about \$30,000 to \$40,000. Total Family Assets By adding up the respective assets of the parties, I am satisfied that the total available family assets amount to \$6,255,256 (\$651,874 + \$5,603,382 = \$6,255,256). Contribution to the Family As far as contribution to the family is concerned, it is obvious that a large proportion of the family assets was accumulated by the husband and therefore, for financial contribution, the husband can be said to have contributed much more than the wife. As to other contribution, I understand that after the parties marriage, for one way or another, the time they have spent together was rather limited. Therefore, it may be difficult for the wife to argue that she has made substantial other contribution to the family by way of looking after the home or caring for the family. Overall speaking, I am satisfied that the husband has made more contribution to the family during the rather short life of this failed marriage. Ancillary Relief After considering all the circumstances of the case, and I think both parties are not attempting to argue otherwise, this is an appropriate case for a clean break order. It is my view that for the distribution of the family assets, an appropriate order would be for the wife

to have 20% of the total family assets. My decision to depart from the yardstick of equal division is reached mainly based on the following reasons: This is a very short marriage of 2 years. Although the husband is presently having a much higher earning ability, he is almost 62 years of age and is approaching his retirement age. On the other hand, the wife is much younger at 31 and has an earning capacity of about \$7,300 per month. The husband's overall contribution to the family is more than the wife. 20% of the total family assets amount to \$1,251,051 ($\$6,255,256 \times 20\% = \$1,251,051$). The assets that are currently under the wife's name has to be taken into account, i.e. the sum of \$651,874, leaving the sum of \$599,177 ($\$1,251,051 - \$651,874 = \$599,177$). I would round up that figure to \$600,000. I have also decided not to deduct the maintenance pending suit that the husband has been paying for the past 2 years from the wife's share of the family assets because I think it would be a bit too harsh on her. Order Based on the above reasons, I would make an order that the husband should pay a lump sum of \$600,000 in full and final settlement of the wife's claim for ancillary relief against the husband, and in order to allow him time to raise the necessary cash, I would allow the husband 2 months to pay. In the mean time, the maintenance pending suit should continue until the full payment of the lump sum of \$600,000. Costs I see that both parties open offers were not accepted by the court and the wife is representing herself. I think a fair order on costs should be no order. This will be in the form of an order nisi to be made absolute if no application to the contrary is made within 14 days from the handing down of this judgment. C.K. Chan District Judge

Representation: Mr. Wilfred Tsui, instructed by Messrs. Li, Wong, Lam & W.I. Cheung, for the Petitioner Respondent acting in person

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officeDocument/2006/bibliography"/></ds:schemaRefs></ds:datastoreItem> Microsoft Office
Word 97-2003 Document MSWordDoc Word.Document.8

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