

HONG KONG / JUDGMENT

LZX v. LWY**[2020] HKFC 165**

COURT

Family Court

DECIDED

17 August 2020

CASE / FILE NUMBER

FCMC9613/2016

Source: legalref.judiciary.hk · Research copy typeset by Esheria. Not court-issued or certified.

bjbj ^\4q FCMC 9613/2016

[2020] HKFC 165 IN THE DISTRICT COURT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION MATRIMONIAL CAUSES NO 9613 OF 2016 BETWEEN LZX Petitioner and LWY Respondent Before: Deputy District Judge R So in Chambers (Not open to public) Dates of Hearing: 24, 27 July 2018 and 20, 21 December 2018 Date of Petitioner s Closing Submissions: 18 January 2019 Date of Respondent s Revised Closing Submissions: 20 March 2019 Date of Petitioner s Revised Supplemental Closing Submissions: 22 March 2019 Date of Judgment: 17 August 2020 J U D G M E N T (ANCILLARY RELIEF) Preliminaries This is the trial of the Petitioner Wife (Wife s claim against the Respondent Husband (Husband) for ancillary relief for the child of the family () after a failed Financial Dispute Resolution hearing. By the order dated 1st December 2017, the parties have acknowledged and agreed the following :- (A) UPON both parties acknowledging and agreeing to the court that they do not have any spouse ancillary relief claims against each other and they shall have a clean break arrangement between them; (B) AND UPON both parties acknowledging, undertaking and agreeing to the court that they shall share the reasonable expenses of [Son] (the child) (to be determined by the court) the Respondent [Husband] shall bear 60% of the Son s reasonable monthly expenses; the Petitioner [Wife] shall bear 40% of the Son s reasonable monthly expenses; (C) AND UPON both parties acknowledging and agreeing to the court that the only issue of the trial is what are the reasonable monthly expenses of the Son. The only issue of the trial is what the reasonable monthly expenses of the Son are, so that the Court will rule on the amount the Husband has to pay the Wife for the monthly maintenance for the Son. The trial had been fixed for 2 days. Both parties are legally represented. On the first day of the trial, the Court was informed that there were non-agreed bundles prepared by both parties. The non-agreed bundles of the Wife contain various documents, including documents in support for some of the expenses, which is opposed by the Husband. The non-agreed bundle of the Husband contains documents mainly for cross-examination purpose. The trial could not finish within 2 days and had to adjourn part-heard. The part-heard dates of the trial were

fixed in December in consideration of the Wife's pregnancy and giving birth to her newborn baby expected in October 2018 (Baby). Background and salient facts of the case The Wife was born in 1986. At the commencement of the trial, she was 32 years old. She works as an assistant general manager and earns about HK\$27,833 per month. The Husband was born in 1980. At the commencement of the trial, he was 38 years old. He works as an engineering manager, earning about HK\$36,200 per month. The parties were married in October 2009 in Hong Kong. Their Son was born in April 2010. At the commencement of the trial, the Son was 7 years old, studying Primary 2 in a local school. During the marriage, the family had been residing at the matrimonial home in Yuen Long, which is a 4-bedroom flat (Former Matrimonial Home). The parties started separation since about June 2014. In June 2016, the Former Matrimonial Home was sold and the net sale proceeds were divided equally between the parties after deducting all the expenses, with each party receiving about HK\$2 million. After moving out from the Former Matrimonial Home, the Wife, the Son and the helper had been residing at a rented property of monthly rental of HK\$15,000, together with the Wife's Mother who stayed in one of the 3 bedrooms. In about June 2017, the Wife, the Son and the helper has moved to live at another rented property (Rented Property) with 3 bedrooms, with a monthly rental of HK\$17,500. After the Former Matrimonial Home was sold, the Husband has been residing at his elder brother's home together with his family. The Wife petitioned for divorce on 30 July 2016 on the ground of 2-year separation. By consent, it was ordered on 28th February 2017 that the Father do pay the Wife a monthly sum of HK\$7,000 as interim maintenance for the Son. The Husband has been paying that monthly sum since then. By consent, it was ordered on 6 April 2017 that the custody, care and control of the Son be to the Wife, with defined access be to the Husband. In gist, the Husband has a 2-hour access in alternate Thursday and staying access in alternate week from Friday evening to Sunday evening. The Husband also has staying access of half of the long school holidays and half of the other public holidays. Decree Nisi was granted on 5 October 2016. On 1 December 2017, Financial Dispute resolution hearing was conducted. The parties could not reach agreement and the case was adjourned for trial. But the parties had managed to reach some agreements, which had been embodied in the preamble of the Order (details referred to in paragraph 2 above). In about October 2018, the Wife's Baby was born. The father of the Baby is the Wife's boyfriend, who is also the landlord of the Rented Property the Wife now residing at. The Wife's case and her Open Proposal It is the Wife's case that before the breakdown of the marriage, the family maintained a middle-class life style, which she has tried hard to maintain after the divorce. A domestic helper has always been employed to assist the Mother in taking care of the Son. It is the Wife's case that the amount of HK\$7,000 interim maintenance for the Son per month is insufficient. Due to the increased expenses of the Son after starting primary school, including the additional expenses of extra-curricular activities, tuition fees, transportation fees, medical fees and insurance fees, the monthly expenses for the Son is about HK\$11,565 (with reference to Part 4.3 of the Updated Form E and the breakdown in shown in paragraph 54 below). According to the Wife, the general household expenses is about HK\$30,287, which is

shared by 3 persons (herself, the Son and the helper), with each comprising HK\$10,095 (HK\$30,287 / 3). The Wife is of the view that as the helper has been employed mainly for taking care of the Son, 70% of the expenses of the helper should be apportioned as the expenses of the Son, ie. HK\$7,066 (HK\$10,095 x 70%). Therefore, according to the Wife, the total monthly expenses of the Son is HK\$28,726 (HK\$10,095 Son's share of household expenses + HK\$11,565 Son's expenses + HK\$7,066 Son's share of the helper's expenses). As the parties have agreed that the Husband should bear 60% of the Son's expenses, the Wife's Open Proposal is that the Husband should pay HK\$17,235 (HK\$28,726 x 60%), rounded up to HK\$17,000 per month. The Court asked the Wife to clarify the calculation as shown in the Opening Submissions and the Open Proposal, especially in relation to the calculation of the expenses of the helper and why 70% of the expenses of the helper be apportioned as expenses of the Son, while parties have already agreed that the Husband should bear only 60% of the Son's expenses. The Wife clarified her position. She revised her Open Proposal and asked for HK\$15,000 per month from the Husband as maintenance for the Son. The Wife is of the view that the Husband is able to pay for the sum she asked for, as the Husband had been paying about HK\$22,330 to HK\$24,330 per month for the family during the marriage. The Husband's case and his Open Proposal The Husband did not accept the Wife's Open Proposal or the Revised Open Proposal. The Husband's stance is that he is willing to pay for the maintenance of the Son of a reasonable sum, as he has always been paying interim maintenance as ordered by the Court and he has acknowledged and agreed to bear 60% of the Son's reasonable expenses. However, the Husband is of the view that the Wife's expenses are exaggerated, mainly in the following aspects :- The Wife has substantially increased the Son's monthly expenses on tuition, extra-curricular activities, insurance, holidays and travelling etc after the breakdown of the marriage. The Wife has deliberately concealed her utilities bills and overstated the utilities charges with a view to achieving her own goal. The Wife has overstated the general and Son's monthly expenses and she also created new items of expenses so as to increase the contribution from the Husband. The Wife is not maintaining her standard of living during the marriage, but is trying to increase her standard of living by moving into a luxurious and newly built private residential estate in Yuen Long with 3 bedrooms. It is the Husband's position that when the Court considers the reasonable expenses of the Son, the Court should also consider the expenses spent on the Son by the Husband during the access time. It is the Husband's Open Proposal that (a) he undertakes that he will bear half of the local university fees (with university school fee note issued by the local university) for the Son; and (b) he shall pay a monthly sum of HK\$8,000 as the maintenance for the Son, until he attains the age of 18 or ceases full time education, whichever is the later. The legal principles The relevant provisions regarding the ancillary relief in relation to a child of the family are set out in section 7(2) of the Matrimonial Proceedings and Property Ordinance, Cap. 192, :- it shall be the duty of the court in deciding whether to exercise its powers under section 5, 6 or 6A in relation to a child of the family and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say the financial needs of the child; the income, earning capacity (if

any), property and other financial resources of the child; any physical or mental disability of the child; the standard of living enjoyed by the family before the breakdown of the marriage; the manner in which he was being and in which the parties to the marriage expected him to be educated; and so to exercise those powers as to place the child, so far as it is practicable and, having regard to the considerations mentioned in relation to the parties to the marriage in paragraphs (a) and (b) of subsection (1), just to do so, in the financial position in which the child would have been if the marriage had not broken down and each of those parties had properly discharged his or her financial obligations and responsibilities towards him.

Issues

The parties have identified and agreed in their respective Opening Submissions that the following are issues in dispute :- The reasonable financial needs of the Son The standard of living enjoyed by the family before the breakdown of the marriage The manner in which the Son was being and in which the parties to the marriage expected the Son to be educated Whether there is full and frank disclosure by the Wife The earning capacity of the parties However, in the Supplemental Closing Submissions of the Wife, it was stated therein that the earning capacity should not be an issue in this case. In fact, during the hearing, the Wife's solicitors had spent some time arguing whether the earning capacity should be an issue. After considering the submissions of the parties, I have to point out that the main issue of the trial, as agreed by the parties, is what the reasonable monthly expenses of the Son are, so that the Court will rule on the amount the Husband should pay to the Wife as the monthly maintenance for the Son. The reasonable expenses of the Son could not be determined in vacuum. Before reaching that ruling, the Court has to consider a number of factors as governed by the legal principles, including those issues identified by the parties and also the financial resources and financial needs of the parties at the same time. While considering the financial resources of the parties, the earning capacity of the parties will be considered. Analysis of evidence The Wife and the Husband gave evidence in Court and did not call other witnesses. They rely on their respective Form E and the Updated Form E. Each of them had produced 2 Affirmations, which were adopted as evidence in chief. Financial resources of the parties

- (a) Financial resources of the Wife At the commencement of the trial, the Wife was 32 years old, working as an assistant general manager earning a monthly salary of about HK\$27,833. According to the Wife, she does not own any landed properties. After the Former Matrimonial Home was sold, she and the Son have been residing at a rented place and now residing at the Rented Property. According to the Wife's Updated Form E, she has bank balance of HK\$1,611, insurance policy of current value of HK\$21,030, Cartier watch of estimated current value of HK\$12,000, other assets (tenancy deposit of the property she is residing at) of HK\$35,000, MPF of estimated value at maturity of about HK\$279,113. The Wife has liabilities of HK\$42,851, comprising of debit balance of 5 credit cards, with debit balance ranging from HK\$249 to HK\$30,495, and a credit card account of credit balance of HK\$711. The Husband suspected that the Wife earns more than she alleged in her Form Es.

He also pointed out that the Wife is not earning HK\$27,833 as she alleged in her Updated Form E. By looking at the supporting documents provided by the Wife, she has not taken into account the amounts of charitable donations. Therefore, the Wife has reported a lower figure of her monthly salary, which should be about HK\$28,358 per month instead. The Husband also questioned the earning capacity of the Wife. The Husband is of the view that the earning capacity and financial resources of the Wife is much more than what she has purported, for the following main reasons :- With the Wife's educational background having a master degree and with her previous work experience, she could earn a higher salary and has much earning capacity. According to the Wife's Form E and Updated Form E, her monthly expenses is much more than her monthly income. With her purported bank balance, there is no way the Wife can sustain the level of expenses. The Wife either (a) has exaggerated her expenses; or (b) has non-disclosed income or financial resources from her boyfriend or family. The Husband is of the view that the Wife and her family is rich, and the Wife has a property in the mainland. The Husband also commented on the Wife's allegation that she had bank account holding on trust for her mother. The Wife has explained about these matters in Part 2.11 of her Updated Form E. Possible financial resources and support from the Wife's boyfriend. As these matters relate to the credibility of the Wife and whether she has full and frank disclosure, I will consider further in the subsequent paragraphs.

- (b) Financial resources of the Husband At the commencement of the trial, the Husband was 38 years old, working as an engineering manager earning a monthly salary of about HK\$36,200. According to the Husband's Updated Form E, his monthly basic salary is HK\$36,200. With bonus of about HK\$2,220 per month in average, the total monthly salary in average is HK\$38,420 (HK\$36,200 + HK\$2,220). According to the Husband, he does not own any landed properties. After the Former Matrimonial Home was sold, he has moved to live at a rented place in Yuen Long with the family of his elder brother (including his elder brother and his wife, his niece and a helper). According to the Husband's Updated Form E, he has bank balance of HK\$664,775, insurance policy of current value of HK\$26,880, and MPF of estimated value at maturity of about HK\$276,901. The Husband has no liabilities. Regarding the earning capacity of the Husband, the Wife pointed out that the Husband earned about HK\$40,000 to HK\$50,000, and she had produced the Husband's Salaries Tax Notice of assessment for the year of 2013/14 and notice of provisional tax for the year of 2014/15 issued on 29 August 2014, which showed that the annual salary is HK\$482,500 (ie. in average HK\$40,208 per month). The Husband explained that he used to earn HK\$40,000 before, responsible for factory operation and management in the mainland, but he had later changed his job duty to doing analysis on factory costs, so that he could have shorter working hours and can spend more time to take care of the Son. The Husband has produced supporting documents showing that his current monthly salary is not as high as before. The Husband also explained that he has changed the job nature and has been earning less than before since the birth of the Son, with the consent of the Wife and with the understanding that the Wife would share the expenses of the family at the same time. Both parties have produced supporting documents of their income. I accept that the Husband and the Wife

are earning the level of income as stated. But at the same time, I have not lost sight of the educational level, background and experience of the parties. With the increase in experience, I accept that both the Husband and the Wife could earn more in future and both have positive prospect of earning capacity in future. It is the parties case that they had repaid some money borrowed from their respective family after obtaining their share of the sales proceeds of the Former Matrimonial Home. For the Wife, it is her case that she is holding a property in the mainland on trust for her father, and she is holding a bank account on trust for her mother. For the Husband, he has been residing at his elder brother's home after moving out from the Former Matrimonial Home. I accept that both parties have financial resources and assistance from their family when they need help. Financial needs of the parties

- (a) Financial needs of the Wife and the Son The financial needs of the Wife and the Son can be reflected in her Form E and Updated Form E. According to the Wife's Form E filed in 2016, the total monthly expenses are HK\$51,653, which comprises of HK\$27,930 under general expenses, HK\$16,829 under personal expenses and HK\$6,893 under the Son's expenses. According to the Wife's Updated Form E filed in 2018, the total monthly expenses are HK\$48,863, which comprises of HK\$30,287 under general expenses, HK\$7,011 under personal expenses and HK\$11,565 under the Son's expenses. Under general expenses of the Updated Form E, the Wife provided breakdown of the items :- For general expenses:- Items Amount HK\$ Rent 17,500 Utilities (electricity, gas, water, internet and telephone) 1,600 Food 3,600 Household expenses 1,850 Domestic helper (salary, agency fee, insurance and air ticket) 4,737 Others (shuttle & transportation, electricity appliance & furniture, repairs etc) 1,000 Total: 30,287 Under personal expenses of the Updated Form E, the Wife provided breakdown of the items :- For personal expenses:- Items Amount HK\$ Meals out of home 1,400 Transport 1,350 Clothing / Shoes Personal grooming, haircut and cosmetics Entertainment / presents Holidays 1,500 Medical / Dental Insurance premia Others Total: (rounded up to) 7,011 Under the Son's expenses of the Updated Form E, the Wife provided breakdown of the items :- For Son's expenses :- Items Amount HK\$ School fees (other fees payable to school) Extra tuition fees 2,200 School books and stationery Transport to school (including school bus) Medical / Dental Extra-curricular activities 2,408 Entertainment / presents Holidays 1,400 Clothing/ shoes Insurance premia 1,603 Lunches and pocket money Other transportation Uniform Others (haircut, gathering with friends and tickets to Ocean Park and others) 500 Total: 11,565 The Wife has given birth to her Baby in about October 2018. During cross examination, the Wife's evidence is that she could not be sure whether she would live with the Baby, who would take care of the Baby, whether her boyfriend, who is the father of the Baby, would provide for the Baby financially and whether she would resume work. Therefore, with the evidence before the Court, it is not the Wife's case that the Baby would add to her financial needs.

- (b) Financial needs of the Husband The financial needs of the Husband can be reflected in his Form E and Updated Form E. According to the Husband's Form E filed in 2016, the total monthly expenses are HK\$33,425, which comprises of HK\$10,600 under general expenses, HK\$20,298 under personal expenses and HK\$2,527 under the Son's expenses. According to the Husband's Updated Form E filed in 2018, the total monthly expenses are HK\$38,328, which comprises of HK\$10,600 under general expenses, HK\$23,878 under personal expenses (which includes HK\$7,000 interim maintenance for the Son) and HK\$3,850 under the Son's expenses. Under general expenses of the Updated Form E, the Husband provided breakdown of the items :- For general expenses:- Items Amount HK\$ Food Miscellaneous household expenses Others (Husband's share of renting, helper expenses, food, internet and other items) 10,000 Total: 10,600 Under personal expenses of the Updated Form E, the Husband provided breakdown of the items :- For personal expenses:- Items Amount HK\$ Meals out of home 4,050 Transport 2,400 Clothing / Shoes 1,200 Personal grooming, haircut and cosmetics Entertainment / presents 2,400 Holidays 1,800 Medical / Dental 2,068 Insurance Interim maintenance 7,000 Others (mobile expenses of Hong Kong and mainland of \$420, donation of \$180 and MPF of \$1,500) 2,100 Total: 23,878 Under the Son's expenses of the Updated Form E, the Husband provided breakdown of the items :- For Son's expenses :- Items Amount HK\$ School books and stationery Entertainment / presents Holidays 1,000 Clothing/ shoes Lunches and pocket money Other transportation Others (haircut, extra-curricular books, friends gathering, Ocean Park and Disneyland tickets) 830 Total: 3,850 In view of the expenses of the Husband, I accept the general expenses of HK\$10,600 and expenses spent on the Son of HK\$3,850 as reasonable. However, in view of the personal expenses of HK\$23,878, I am of the view that the amount is excessive. Deducting HK\$7,000 interim maintenance from HK\$23,878, the net personal expenses of the Husband are HK\$16,878. In view of the personal expenses of the Wife of HK\$7,011 in total, I am of the view that various items in the Husband's personal expenses are inflated, such as the meals out of home, transportation, clothing / shoes, entertainment / presents and holidays. I am of the view that a total sum of not more than HK\$10,000 as personal expenses of the Husband is reasonable. The Husband is now residing at his elder brother's home, but in the long run, it is understandable that he may wish to buy or rent his own flat, and to provide for a better place for the staying access of the Son. Standard of living of the family before the breakdown of the marriage According to the Wife, the family maintained a middle-class standard of living before the breakdown of the marriage. The Wife further explained that :- The Former Matrimonial Home is a self-owned property of 1,049 sq. ft. in size, with balcony and roof, and with 4 living rooms with clubhouse. The family usually budgeted for HK\$40,000 per year on vacation and travelling plan (one for long trip and two for short trips) for the whole family. Before parties separation in June 2014, the Husband has all along been paying to the Wife a sum of HK\$8,000 to HK\$10,000 per month for supporting the household expenses by way of cash. In addition, the Husband has been paying (i) mortgage repayment and management fee of the Former Matrimonial Home of HK\$9,600 and about HK\$1,928 per month; and (ii) tuition fee of the Son's kindergarten fees of about HK\$2,802 per month. That means the Husband used to pay about HK\$22,330 to HK\$24,330 per month for the family. A

domestic helper has been employed since about 2010. The Husband denied some of the Wife's allegations in relation to the standard of living of the family. He did not pay HK\$8,000 to HK\$10,000 per month to the Wife as alleged. He explained that he only gave the Wife HK\$10,000 as contribution for the family before she resumed work after giving birth to the Son. The Husband had been paying HK\$6,000 per month all along as contribution for the family. The Husband further explained that as both the Husband and the Wife are working, they have been sharing the family expenses. Besides, as the purchase of the Former Matrimonial Home has used up almost all of his liquid assets and there were additional expenses after the birth of the Son, the Husband did not pay to the Wife the amounts as she alleged. The Husband also denied that the family usually budgeted for HK\$40,000 per year for vacation. As the Wife's company provides free holiday for the staff and the family once every year, the amounts spent on holiday and vacation are much less. In relation to the standard of living in relation to the Former Matrimonial Home, the Husband explained that the reason why a 4-bedroom flat was purchased was for the preparation of a second baby, which did not turn out because of the breakdown of relationship. The family had been using 3 bedrooms only, until according to the Husband, when he confirmed that the Wife had extra-marital relationship and he could no longer live with her and moved to live at the vacant bedroom. The Husband further explained that the Former Matrimonial Home is a property of about 15 years, not a newly built estate. The Court has to point out that it is not the purpose of this trial to consider the reasons of why the marriage could not work out. It is not in dispute that the family managed to purchase a flat with 4 bedrooms in Yuen Long, which is a property of about 15 years, with financial contribution from both parties. Having considered the background of the case and all the evidence as a whole, I accept that in this case, with both the Husband and the Wife have been working and contributing financially for the family, the standard of living of the family before the breakdown of the marriage is reasonably comfortable, with average to middle class standard of living. The manner in which the Son was being and in which the parties to the marriage expected him to be educated According to the Wife as stated in Part 5.4 of her Updated Form E, she expected the Son to complete the primary school and part of middle school in Hong Kong and finish secondary school and undergraduate studies overseas. According to the Husband as stated in Part 5.4 of his Updated Form E, he expected the Son to complete his education up to university level in Hong Kong. As the Son is now in primary school, there are still a number of years until he studies secondary school and then moving on to pursue an undergraduate degree, as expected by the parties. Whether or not the Son should pursue his upper secondary level and undergraduate degree in Hong Kong or overseas depends on a number of factors, including parents expectation, the view, needs and ability of the Son, and also the then financial ability of the parties to support that plan of studying overseas. With the evidence before me at this trial, I do not see evidence on balance of probabilities that it is the common expectation of the of the parties that the Son shall study overseas in future, starting from later years in secondary education. At the time when parties started separation in about June 2014, the Son was only 4 years old. At the time when the Former Matrimonial Home was sold in 2016 and the parties no longer living together, the Son was just entering

the primary education. There was not much reference for the Court as to the manner in which the Son was being educated during the marriage as he was very young then. With the evidence before the Court, I accept that both parents agree that the Son studies at a local school and that it is beneficial for the Son to participate in extra-curricular activities and interest class. In relation to how the Son is to be educated and raised (including whether to attend tutoring lessons, the frequency and mode of such tutoring lessons) and how many activities the Son should participate, I have to point out that there is no hard and fast rule. I will consider these in more detail in the subsequent paragraphs when I consider the reasonable expenses of the Son. Whether there is full and frank disclosure of the Wife The Husband is of the view that there is no full and frank disclosure of the Wife, mainly in the following aspects :- Despite the Wife knew that the rented property she is now residing at is owned by her boyfriend, who is also the father of her new born Baby, the Wife has produced a tenancy agreement annexed to her updated Form E, which showed that the landlord is another person who is not her boyfriend. The Husband is of the view that the Wife had not fully and frankly disclosed that she is residing at a property owned by her boyfriend. As shown in the land search of the Rented Property, which was produced by the Husband during cross-examination of the Wife, it is shown that the Rented Property was purchased by the Wife s boyfriend in April 2017. With the Wife moving into the Rented Property in June 2017, the Husband is of the view that the Wife is in fact paying the mortgage payment for her boyfriend, which she had concealed. It was only during cross-examination on the first day of the trial hearing that the Wife disclosed that she was pregnant and was going to give birth to her Baby in October 2018. During the trial hearing, it is the Wife s evidence that she has no plan for her new-born Baby including who is going to take care of the Baby, whether she will resume work after delivery, whether she is going to live with her Baby or whether she will marry her boyfriend, who is the father of the new-born Baby, after she obtains the decree absolute. The Husband is of the view that the Wife had not fully and frankly disclosed the arrangement of the new born Baby and her boyfriend, which will affect the share of expenses and whether there will be financial resources for the Wife. It is the Wife s evidence that there are only 3 persons living at the rented property, namely the Wife, the Son and the helper. During cross-examination, the Wife explained that her boyfriend seldom stayed at the rented property over night, but she agreed that her boyfriend has placed some of his personal belongings at the Rented Property. The Husband is of the view that the Wife had not fully and frankly disclosed that there are in fact 5 persons living at the property, namely the Wife, the Son, the helper, the boyfriend and the Baby. The Husband is of the view that despite his repeated request for utilities bills from the Wife since 2016, the Wife, without providing any valid reason, failed to produce any utilities bills for the Husband s calculation of the Son s monthly expenses. The Wife tried to produce some utilities bills by way of non-agreed bundles on the 1st day of the trial hearing, which had not been disclosed before, and the application was opposed. The Husband is of the view that the Wife s evidence was obviously inconsistent, contradictory and untruthful, and therefore her credibility is in serious doubt. The Wife opposed to the Husband s allegations. In relation to the allegation that the Wife had been concealing that her boyfriend is the landlord of the Rented Property

she is now residing at, the Wife's explanation is summarised in paragraph 22 of the Supplemental Closing Submissions that there is no concealment of the tenancy agreement and the rent is paid by autopay. It is not correct to state that She [Wife] insisted she has no knowledge that the tenancy agreement was not signed with the landlord. The Petitioner [Wife] just claimed that the arrangement about the person, who signed the tenancy agreement on behalf of landlord, was made by the landlord. The Petitioner [Wife] suggested to consult with the landlord about the arrangement. In relation to the allegation that the Wife had not disclosed that there were 5 persons living at the Rented Property, the wife responded that it was not her pleaded case and the Husband had misunderstood her case. It is always the Wife's case that there were only 3 persons residing at the Rented Property. At the time the Updated Form E was filed, the Baby was not born yet. The Wife explained that her boyfriend only stayed at the Rented Property sometimes, and she explained that her mother no longer resided at the Rented Property. The Wife further pointed out that in the Husband's Affirmation, he only commented on the general expenses of the Wife on the basis that there were 3 persons living at the property and the Husband had changed his stance during trial and alleged that there were 5 persons living at the Rented Property and therefore the general expenses the Wife asked for should be divided by 5 persons. In relation to the credibility of the Wife's evidence, considering all the evidence as a whole, including the cross examination by the Husband and the Wife's explanation when giving evidence in Court, together with all the relevant documents, I have the following observations and views :- With the background of the case, the relationship of the parties has turned sour and I accept that there is hardly any trust between the parties. It is understandable that the Wife may not wish to disclose too much details about her new born Baby. The Wife needs to rent a place to stay with the Son and the helper, whoever is the landlord of the Rented Property. The Husband has to share the Son's portion in relation to general expenses. However, whether the boyfriend is the landlord of the Rented Property will have an impact on whether doubts are cast on the reasons of choosing to rent the Rented Property and to justify whether rental expenses of HK\$17,500 is reasonable. Whether or not the boyfriend stays at the Rented Property and the arrangement of the new born Baby will have an impact on the financial resources, needs and expenses of the Wife, which are relevant for the Court's consideration. The allegation from the Husband is not groundless. However, I have reservation of the Husband's basis that the general expenses should be divided by 5. Having considered the evidence as a whole and with the reasons aforesaid, I have reservation as to whether the Wife has fully and frankly disclosed all the relevant circumstances for the Court's consideration of her financial resources and expenses. However, I have to point out that that does not mean the Court will then accept all the submissions from the Husband. I will have to go through the reasonable expenses of the Son, especially those disputed items, to make a ruling bearing all relevant matters in mind. About the lack of sufficient supporting documents, while acknowledging the legal principles of full and frank disclosure and that the Wife has to prove her case on balance of probabilities, and also the importance of complying with court's order for providing documents in support, I have to emphasise that the provision of supporting documents of

expenses in the matrimonial context has to be considered in a practical and reasonable manner. Even with provision of supporting documents, it is for the Court's determination to consider the reasonableness of the expenses. In circumstances where no or insufficient supporting documents are provided, the court still has the discretion to consider whether to accept the reason why no supporting documents be provided and to consider if the Wife has proved her case based on the evidence available to the Court, and to rule accordingly what is reasonable and fair in the circumstances. It is with the above background of the case, and with the consideration and analysis of the issues and relevant circumstances aforesaid that I consider the reasonable expenses of the Son in subsequent paragraphs. The reasonable financial needs of the Son In relation to the reasonable expenses of the Son, there is a dispute between the parties whether or not the expenses of the Son spent by the Husband should be calculated and included, before the Court apportion 60% therefrom to be paid by the Husband. I will consider this matter further in paragraphs 130 to 139 below. I will first of all consider the expenses as claimed by the Wife. There are some items of expenses the Husband agrees. Under general expenses, the Husband has agreed to food expenses of HK\$3,600 and the helper of HK\$4,737. However, the Husband has indicated that he agreed to the amount of these 2 items, but on the basis that the Son's portion should be divided by 5 persons, not by 3 persons. Under the Son's expenses, the Husband has agreed to entertainment / presents of HK\$500, clothing/ shoes of HK\$800, lunches and pocket money of HK\$420, other transport of HK\$200, uniform of HK\$80 and other expenses of HK\$500. For other items not agreed, I will consider them in turn. Under general expenses, the Husband is of the view that the amounts claimed should be divided by 5 persons, not by 3 persons. I have considered the Husband's submissions and the Wife's explanation. The Court will take a practical approach. For each item in dispute under general expenses, I will consider the reasonable expenses for 3 persons, namely the Wife, the Son and the helper, and to rule on the reasonable portion for the Son. In relation to rent, it is the Wife's stance that HK\$17,500 is reasonable, which is supported by rental agreement. The Husband disagrees and he submits that HK\$15,000 is reasonable, with the Son only taking up 1/5 of the amount, ie. HK\$3,000. He is of the view that after the Wife moved out of the Former Matrimonial Home, she moved to live at a newly furnished rented flat of about 3 years with 3 bedrooms, with a monthly rental of HK\$15,000 (which is shown in the Wife's Form E). The further moving into the present Rented Property with rental of HK\$17,500 is in fact a further upgrade of standard of living. There is no need to live in a flat with 3 bedrooms, unless having taken into consideration the boyfriend and the new born Baby also residing together. It is not in dispute that when the Wife moved to the previous rented flat with 3 bedrooms with her mother living with them, using one of the bedrooms, the rental was HK\$15,000. According to the Wife, her mother is no longer living with them now when they had moved to the Rented Property with 3 bedrooms with rental of HK\$17,500. Under cross-examination, the Wife agreed that there is in fact a double-deck bed in the Son's room. With the evidence before the Court, the Wife has not provided documents on balance of probabilities to justify the increased rental to HK\$17,500. Upon consideration of the evidence and all the circumstances of the case, I accept that renting a 2-bedroom flat is reasonable. Further, the

Husband has provided supporting documents of the market price of the rental of the same estate of the Former Matrimonial Home of about 15 years with 2 bedrooms, which is about HK\$11,000 per month. With the background of this case, I am of the view that rental of HK\$11,000 per month is reasonable. The Wife can choose to live at a bigger flat or in a newly furnished housing estate with higher rental, with or without residing with the boyfriend and the new born Baby, but the additional rental expenses should not be shared by the Husband. In relation to utilities, the Wife is of the view that HK\$1,600 is reasonable, which is disagreed by the Husband. He is of the view that HK\$1,000 is reasonable. The Husband criticised that the Wife had not produced supporting documents as requested. The Wife has not provided a breakdown of HK\$1,600, but she explained that some of these expenses could be shown in the bank statements already disclosed annexed to her Form Es. A practical approach has to be taken by the Court. With reference to the limited documents produced by the Wife in relation to utilities expenses of electricity, gas, water, internet and telephone, and the fact that the Wife works full time, with the Son goes to school, I am of the view that utilities expense of HK\$1,600 for 3 persons is excessive. On balance of probabilities, I accept the Husband's view and I rule that HK\$1,000 is reasonable. In relation to food expenses, the Husband agrees to the sum of HK\$3,600. He had indicated his agreement to this sum in paragraph 10 of his Affirmation in Reply and stated that the Son should take up 1/3 of the amount. However, during trial, his stance has changed, and he only agrees to the sum, but it should be divided by 5 persons. Having considered the evidence and documents before the Court, I have to point out that for food expenses, it is not practical to require for proof of each and every single receipt for food expenses. Considering a family of 3 persons and the Husband's initial agreement to the sum, I am of the view that HK\$3,600 is reasonable for food expenses. In relation to household expenses, the Wife asks for HK\$1,850, which is disputed by the Husband, who proposed HK\$200 as the Son's share of this item in the Closing Submissions. I notice that the Wife has not provided breakdown of HK\$1,850. The Court will take a practical approach. In view of a family with 3 persons, the sum proposed by the Husband is too low to be reasonable. To run a household, with all the miscellaneous household expenses included, I am of the view that HK\$800 is reasonable. In relation to helper expenses, the Wife asks for HK\$4,737 (including the salary, agency fee, insurance and air ticket), which the Husband agrees. I will further consider the Son's proportion for this items in subsequent paragraphs. In relation to other expenses under general expenses, the Wife asks for HK\$1,000, which comprises of shuttle & transportation, electricity appliance & furniture, repairs etc. The Husband disagrees and he is of the view that HK\$308 is reasonable for the Son's share and for the adult accompanying the Son to take the shuttle. I am of the view that monthly maintenance should include regular and recurring expenses. Generally, the purchase of electricity appliance and furniture, even if the mode of payment is by monthly instalment, is long-term in nature, and should not be included. Repair, maintenance and other reasonable recurring miscellaneous expenses can be included. Having considered the evidence and background of this case, I rule that HK\$400 is reasonable under this item. Therefore, for general expenses, I am of the view that a total of HK\$21,537 per month is reasonable. (HK\$11,000 of rent + HK\$1,000 of utilities + HK\$3,600 of

food + HK\$800 of household expenses + HK\$4,737 of helper + HK\$400 of other expenses). About the Son's share of the general expenses, the Wife is of the view that as the helper was employed mainly to take care of the Son, and that about 70% of the working time of the maid was for the Son, therefore, 70% of all the expenses of the helper, including her share of the general expenses, should be apportioned as the Son's reasonable expenses. (details of the Wife's explanation and demonstration of the calculation can be referred to in paragraphs 22 to 24 above in the Wife's Open Proposal). The Husband disagrees. He is of the view that the expenses of the helper should be divided by 4, namely the Wife, the Son, the boyfriend and the new born Baby. It is not in dispute that a helper has been employed since about 2010 to take care of the Son and the family, so as to enable the Wife to continue working and sharing the expenses of the Son and of the family. With or without the new born Baby, a helper has to be employed. I disagree that the expenses of the helper should be divided by 4. Further, I am of the view that the helper has been employed to take care of the Son and of the family at the same time, it is not practical to divide the time the helper spends on the Son. I rule that the Son's share of the expenses of the helper be 50%. So are all other general household expenses. Therefore, the Son's share of the general household expenses is HK\$10,768 (ie. HK\$21,537 / 2) per month. For the Son's expenses, the items in dispute are school fees, extra tuition fees, school books and stationery, transport to school, medical / dental, extra-curricular activities, holidays and insurance premia. I will consider each of them in turn. In relation to school fees, the Wife clarified that there is no need to pay school fees, the sum of HK\$100 is in fact other fees payable to school. The Husband disagrees and is of the view that HK\$50 is reasonable. As a primary school student studying in a local school, I accept, on balance of probabilities that a monthly sum of HK\$100 in average for other miscellaneous fees payable to the school is reasonable. I will consider extra tuition fees and extra-curricular activities together. For extra tuition fees, the Wife claims for HK\$2,200 per month, including HK\$1,200 for private tutor for general subjects and HK\$1,000 for English Class. The Husband is of the view that the amount is excessive and not necessary. He is of the view that HK\$1,000 is reasonable. For extra-curricular activities, the Wife claims HK\$2,408, including drawing class of HK\$420, violin class with instrument of HK\$337, swimming class of \$1,200, summer camp of HK\$183, after class extra-curricular activities at school at HK\$267. The Husband disagrees, he is of the view that HK\$1,021 is reasonable, including painting class of HK\$420, violin class of HK\$266 (excluding the purchase of instrument), swimming class only for summer, of HK\$67.5 per month in average, and school extra-curricular activities of HK\$267. Before making the ruling, I have to emphasise that there is no hard and fast rule in relation to how many tuition class, the frequency of such tuition class, whether to attend private or group tuition class, how many extra-curricular activities and the frequency of those classes to be attended. I can understand that parents would generally wish to provide more for their beloved child. However, a line has to be drawn as to what is reasonable in the circumstances, especially in ancillary relief trial. I will make a ruling of these items with the consideration of the facts of this case, the age and needs of the Son, and the background, standard of living, parents expectation and resources of the parties. Under cross examination, the Wife agreed that the

Husband and his sister could help in providing tuition for the Son. The Wife asked for private tuition class for the Son as he has not been doing well in English and Mathematics. I agree that if tuition class can be provided by a close relative, which is agreed by the Wife, it could help not only in saving money, but also assist in relationship bonding, which is in the Son's best interest. However, that may affect the access arrangement, which may not be easily workable unless both parents are determined to put the interest of the Son with priority and are willing to be considerate and to communicate with each other in a sensible manner. In view of the Son's age and educational needs, I accept that extra tuition lessons be attended, but it needs not be a private class. It could be lessons in small group. I am of the view that HK\$2,200 per month is excessive for a primary student. I rule that HK\$1,000 per month is reasonable. For extra-curricular activities, in view of the Son's age and needs, I am of the view that HK\$2,408 is excessive and I rule that HK\$1,200 is reasonable. In relation to school books and stationery, the Wife claims for HK\$450, including school books of about HK\$270 and other books of about HK\$180. The Husband disagrees and he is of the view that HK\$240 per month in average is sufficient. When giving evidence in Court, with reference to a document provided by the Son's school about the charges for school books, it is shown that the expenses for a primary 2 student is HK\$1,393 for one term, ie. 2,786 for a year (ie. HK\$232 per month in average). Taking into account other books and stationery, I rule that HK\$250 per month is reasonable under this item. In relation to transportation to school, the Wife claims HK\$704, including school bus of \$550 and HK\$154 for return tips of shuttle bus. The Husband is of the view that none should be provided under this item, as he submitted that if the Wife did not move to the present Rented Property, there is no expenses for shuttle bus and school bus charges. I am of the view that it is not practical or reasonable to limit a divorced spouse to reside in a location which is necessarily so near to the Son's school that no expenses of transportation to school be spent at all. I have ruled on the reasonable amount of rental expenses, without ruling on the location of the place to reside at. With the facts of this case, the Son is now studying at the existing school, which requires the taking of school bus and shuttle bus, I accept that HK\$700 per month is reasonable under this item of transportation. In fact, HK\$700 under this item and HK\$200 under other transportation expenses is reasonable with the facts of this case. In relation to medical / dental expenses, the Wife claims HK\$200, while the Husband is of the view that none should be provided, as the Wife has got the Son covered under the insurance policy. The Wife explained that the sum of HK\$200 include teeth brace and neck physical therapy, which are not covered under insurance. Considering the evidence and background of the case, I accept that even if the Son is medically covered under insurance policy, there are instances not covered and I rule that the expenses of HK\$100 per month in average (making it a total of HK\$1,200 per year) is reasonable. In relation to holiday expenses, the Wife claims HK\$1,400, while the Husband is of the view that HK\$900 is reasonable. During trial, much time had been spent in cross-examining the Wife in the amount spent on holiday and the Husband is of the view that the Wife is now spending extravagantly and living above the standard of living comparing to during marriage, such as choosing to live in luxury hotel during holiday. Having considered the evidence and background of the case, and also the Wife's evidence of her stance of

HK\$1,500 for her own expenses for holiday, the Husband's evidence of spending HK\$1,800 for his own expenses for holiday, I am of the view that the sum of HK\$900 under this item for the Son is reasonable. To be fair, the reasonable amount the Husband is spending on the Son during holiday should not be more than HK\$900. In relation to insurance premia, the Wife claims HK\$1,603 (rounded up of HK\$583 + HK\$1,019), which includes the payment for the insurance policy of HK\$583 in average per month (Existing Insurance Policy), and another insurance policy newly purchased with premia of USD 1,569 per year, ie. HK\$12,238 per year, equivalent to HK\$1,020 in average per month (the Other Insurance Policy). The Husband is of the view that HK\$583 is reasonable, as that is the amount of the Existing Insurance Policy for the Son all along, and that is the sum the Wife claimed in the Form E. It is in the Update Form E that the Wife claims HK\$1,603, with the Other Insurance Policy newly bought. The Husband is of the view that it is not reasonable to include the Other Insurance Policy. I can understand the Wife's explanation of why the Other Insurance Policy is bought, with the intention to provide for better medical provision for the Son. However, with the facts of this case, with the Son already being covered under the Wife's insurance policy of her employer and there is the Existing Insurance Policy of the Son, I agree with the Husband that the premia of the Other Insurance Policy should not be included for consideration. Therefore, I rule that HK\$583 is reasonable under this head. Therefore, under the Son's expenses, the total sum is HK\$7,333 (HK\$100 of other fees payable to school + HK\$1,000 of extra tuition fees + HK\$250 of school books and stationery + HK\$700 transport to school + HK\$100 of medical / dental + HK\$1,200 of extra-curricular activities + HK\$500 of entertainment / presents + HK\$900 of holiday + HK\$800 of clothing / shoes + HK\$583 of insurance premia + HK\$420 of lunches and pocket money + HK\$200 of other transportation + HK\$80 of uniform + HK\$500 of other expenses). Therefore, by adding up the Son's half share of the total general expenses of HK\$21,537, ie. HK\$10,768, and HK\$7,333 for the Son's expenses, the total is HK\$18,101. Whether to include the expenses the Husband spent on the Son during access time In considering whether the reasonable expenses of the Son should include the amount spent by the Husband on the Son during access time, the parties have different views. It is the Wife's case that the Husband should bear 60% of the reasonable expenses of the Son, without considering how much the Husband spends on the Son. The Husband is of the view that the total reasonable expenses of the Son should include the amounts he spends on the Son, otherwise he would not have agreed to share 60%. Therefore, with my analysis and ruling in paragraph 129 above, according to the Husband's views, the total expenses of the Son in the sum of HK\$18,101 only reflect part of the Son's reasonable expenses. With the Husband's Updated Form E, he spends HK\$3,950 per month on the Son, which should be added in the total reasonable expenses of the Son. The Husband explains in the Closing Submissions his views and the method of calculation, which I quote :- s general expenses for Son + P's monthly expenses for Son + R's monthly expenses for Son = Son's total monthly expenses (HK\$5,643 + HK\$6,295 + HK\$3,950 = HK\$15,888). R shall bear 60% of Son's reasonable monthly expenses (HK\$15,888 x 60% = HK\$9,532.80), however, since R has to pay HK\$3,950 for Son's monthly expense, therefore the monthly expense which R pay for Son has to be deducted from the total monthly

contribution which R has to pay P, R's total monthly contribution for Son is HK\$5,582.80 (HK\$9,532.80 - HK\$3,950). $\text{HK\$5,643} + \text{HK\$6,295} + \text{HK\$3,950} = \text{HK\$15,888}$ $\text{HK\$15,888} \times 60\% = \text{HK\$9,532.80}$ (R's 60% share of Son's monthly expenses) $\text{HK\$9,532.80} - \text{HK\$3,950}$ (R's own monthly expense for Son) = HK\$5,582.80 (R's total monthly contribution for Son) With respect, I cannot agree with the Husband's submissions. With reference to the Order dated 1 December 2017, apart from the agreement and acknowledgement of the parties, in paragraph 3 of the Order, the Wife was ordered to file and serve her Affirmation setting out the monthly expense of the child by listing each item with documents in support, and in paragraph 4 of the Order, the Husband was ordered to file and serve his Affirmation in reply (with documents in support if any). From the background of the case, as the Wife has been granted the custody, care and control of the Son, and the trial is for the determination of the monthly maintenance for the Son to be paid by the Husband to the Wife, from my understanding of the context and the Order dated 1 December 2017, I am of the view that the Husband's share of the 60% of the Son's reasonable expenses must mean the expenses as claimed by the Wife, which is for the determination of the Court the reasonable amount. It is not the general practice of the family court, in determining the reasonable amount of maintenance of a child, to consider not only the expenses spent by a custodial parent, but also the expenses spent by the parent with access, and to mathematically consider the time spent with the child and apportion the expenses spent on a child, to be included in the total sum and then apportion it by proportion to get the monthly maintenance sum to be ordered. I have to emphasise that the amount of maintenance for the Son is based on the consideration of all relevant factors (including those as required to be considered by the Ordinance). Therefore, I do not agree to the Husband's suggestion which I have quoted in paragraph 131 above. However, I have to emphasise that it is only fair and just to consider the amount the Husband spent on the Son as well. Even not considered as the Son's reasonable expenses for my determination of the monthly maintenance to be ordered, I will consider the expenses spent on the Son by the Husband as part of the Husband's expenses and financial needs, before I make the ruling for this case. Considering the Husband's evidence, with reference to his Form Es, I accept that with the defined access of the Son, the Husband is spending about HK\$3,950 per month on the Son during his access time with the Son. Before making the ruling, I have also considered if the amount to be awarded is fair and just in the circumstances. Having considered the income and expenses of the parties, especially in view of the income, earning capacity, financial resources and expenses of the Husband, I am of the view that he has the ability to pay the amount I shall order as the monthly maintenance for the Son. Conclusion and Orders With the reasons aforesaid and upon consideration of all the evidence, documents and submissions, I rule that the reasonable expenses of the Son are HK\$18,101, with the Husband sharing 60%, ie. HK\$10,860 ($\text{HK\$18,101} \times 60\%$). I am of the view that the Husband has the ability to pay for this monthly sum, and therefore the monthly maintenance for the Son to be paid to the Wife is HK\$10,860. I make the order that maintenance for the Son shall be increased from HK\$7,000 to HK\$10,860 per month, to be paid by the Husband to the Wife on or before the last day of each month, commencing on 31 August 2020, until the Son reaches the age of 18

or completes full time education, whichever is the later. A section 18 declaration to issue.

Costs Generally, costs should follow the event. In the present case, the Wife has to come to court to apply for the ancillary relief for the Son and the Court has granted an amount more than the interim maintenance of HK\$7,000. However, in view of the background of the case, the parties conduct in the proceedings, and also in view of the Court s ruling and the parties Open Offer, I am of the view that there is no winning or losing party of this trial and it is fair to order no order as to costs. I order that there be no order as to costs for the ancillary matters, including all costs reserved. This is a costs order nisi, which shall be made absolute within 14 days from this order. (Rita So) Deputy District Judge Ms W. Wong of Messrs. Lee Wong & Co., for the Petitioner Ms E. Wong of Messrs. Eva Wong & Co., for the Respondent

PAGE - PAGE A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R
S T U V A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R S T U
V sfs[P[hGEv hc(> hc(> hFyA hc(> hc(> hc(> hFyA hFyA hc(> hGEv hc(> hc(> hc(> hc(> hGEv
hc(> gdln~ gd>1 tpdT hc(> hc(> hc(> hFyA hc(> hc(> qcUEU {s{k{s{ h: \ gd>1 gd>1 qf^VK gdn
gdn gdln~ h: \ vkcWckLk gdln~ h26" h26" h26" h26" h26" h26" {s{k{k{JJ h26" h26" h26" h26"
h26" h26" h26" }m_TITI htG} gd;} h(^l h(^l h;}` gdyJ4 gd(^l hyJ4 h(^l h(^l h(^l h7g= h(^l h7g=
h7g= h7g= hyJ4 hyJ4 hyJ4 h7g= hyJ4 gd\| gd\| gdG: gdG: gdE_6 gd7g= gdyJ4 hl9* h=`h hl9*
gdI9* gdI9* {p{e{e hl9* hl9* hl9* h=`h gdyJ4 gd^& gdE\_6 h=`h hyJ4 hyJ4 hE_6 htZ& gd! yt! gd!
gd! yt! gd! gd! yt! gd! gd! yt! gd! yt! gd! gd! yt! gd! gd! yt! gd! yt! yt! gd! gd! yt! gd! gd!
gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! j_T_T
htZ& kd1 yt! gd! yt! yt! gd! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd!
gd! gd! yt! gd! gd! kd* yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! yt! yt! gd! gd! gd! yt! gd! gd!
yt! gd! gd! yt! gd! gd! yt! gd! yt! yt! gd! gd! yt! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd!
yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! gd! yt! gd! yt! yt! gd! gd! gd! gd! yt! gd!
gd! yt! gd! gd! yt! gd! gd! yt! yn^P hyJ4 htZ& gd! yt! gd! gd! yt! gdE_6 gdyJ4 yt! hE_6 h=`h gdE_6
gdt1 gdGl gdtZ& gdE_6 fq|q| hKjX htZ& gdE_6 gdKjX wlvwlv hKjX hKjX hKjX gd|^ gdE_6
hwHm hKjX gdIo gd|^ gd|^ gdwHm gdCg gdCg gdE_6 gdIo hwHm hwHm hwHm hg^U gdtS
gdC'5 gdg^U gd+2 gdE_6 hC'5 hC5(hr>X hlci gdC5(gd4_ gdE_6 hC5(hC5(gd&9 gd&9
gdC5(gdE_6 gddB gddB gddB hlci hlci hIOb gd ! gdaZ }mbWbWbLb ~shs]shs] hhza hc(> hc(>
hc(> hc(> &`#\$ hFyA yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt!
yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt! yt!
yt! yt! yt! yt! yt! yt! yt! yt! yt! [Content_Types].xml _rels/.rels theme/theme/
themeManager.xml K Y, sQ}{# theme/theme/theme1.xml \$O}) Xp90 +PHI| PP yu 9xu5 fs+W
VF7H q=- 8}d- qqI@!j|Q_ jyV ` |PZ+ T ""p < 4V O&x\$ A8>v ;EUC n 8r \*~P(5 .}x E /EE`} theme/
theme/_rels/themeManager.xml.rels 5 6?SQ K(M&\$R(.1 [Content_Types].xmlPK _rels/.relsPK
theme/theme/themeManager.xmlPK theme/theme/theme1.xmlPK theme/theme/_rels/
themeManager.xml.relsPK <?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<a:clrMap xmlns:a="http://schemas.openxmlformats.org/drawingml/2006/main" bg1="lt1"
tx1="dk1" bg2="lt2" tx2="dk2" accent1="accent1" accent2="accent2" accent3="accent3"
accent4="accent4" accent5="accent5" accent6="accent6" hlink="hlink" folHlink="folHlink"/>
7_Zf Wzm` B9hoV qt2^ Wzm` B9ho WS^sq 5d(> DCCJ643/2003 setup Normal.dotm Windows
User Microsoft Office Word Judiciary Hong Kong SAR DCCJ643/2003 Title]h\4q 3\4q ^\4q 3\4q

^\\4q <?xml version="1.0" encoding="UTF-8" standalone="no"?><b:Sources xmlns:b="http://schemas.openxmlformats.org/officeDocument/2006/bibliography" xmlns="http://schemas.openxmlformats.org/officeDocument/2006/bibliography" SelectedStyle="\\APASixthEditionOfficeOnline.xsl" StyleName="APA" Version="6"></b:Sources> <?xml version="1.0" encoding="UTF-8" standalone="no"?> <ds:datastoreItem ds:itemID="{8F9FACA4-0D5B-4423-92C0-EA710F6A028E}" xmlns:ds="http://schemas.openxmlformats.org/officeDocument/2006/customXml"><ds:schemaRefs><ds:schemaRef ds:uri="http://schemas.openxmlformats.org/officeDocument/2006/bibliography"/></ds:schemaRefs></ds:datastoreItem> Microsoft Word 97-2003 Document MSWordDoc Word.Document.8

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE https://legalref.judiciary.hk/lrs/common/ju/ju_frame.jsp?DIS=130781

CASE PAGE <https://chat.esheria.ai/case-law/hong-kong/lzx-v-lwy-2020>

Prepared on 27 October 2026 · Esheria