



- (ii) The Respondent to pay interim child maintenance for both children totalling \$1,500 pending final order.

This is the first time that the Petitioner has filed for child maintenance since the date of the parties' separation. It is not clear why he had not made an application for child maintenance at an earlier date, but it seems that he has felt compelled to now make it due to the arrears of fees for the children's school and his obligation to satisfy the Needs Assessment Unit ("the NAU")<sup>1</sup> that he is doing his best to bring in family income.

2. I hope that the parties will not be offended if I hereafter refer to them, for convenience, as the father and the mother.
3. The father is a Caymanian national residing in the Cayman Islands and the mother is a Cuban national who resides in the USA 'on a Green Card'. The Mother also has Cayman status. There are two relevant children, a son aged 17 and a daughter aged 15. Both children reside with the father. However, it is hoped that the son will leave to attend University in Bristol (U.K) in August/September 2025. If he does that, on the information before me, there seems little reason why he should not stay with both parents during college vacations and hopefully he will find paid internships during the long summer vacations.
4. Although a formal application has not been filed, the mother is seeking, within the divorce proceedings, an order for what she terms "*full custody*" of the daughter and an order for her to relocate to Florida.<sup>2</sup> Although what are more accurately described as being a residence application and a relocation application were not scheduled to be before the Court, the parties agreed at the hearing that I may make a referral for a Court Welfare Officer assessment and report.
5. By the time of the hearing the orders sought in the application for school fees had been revised. The school fees order now sought relates only to the parties' daughter and it is for payment by the mother of the base course costs for one term of online schooling, which amounts to US\$1,156.

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<sup>1</sup> See paragraph 15 below.

<sup>2</sup> See paragraph 2 of the mother's Affidavit sworn on 31 March 2025.

6. The mother opposes the applications made by the father. She states that even though she is seeking a second job, the \$1,500 per month maintenance figure being requested is an “*impossible*” sum for her to send when one takes into account her income and outgoings. The mother offers to pay US\$400/month as child maintenance for both children (US\$200/month/child). The mother says that she cannot contribute towards the daughter’s school fees as she says she does not have the financial capacity to do so.

### **The procedural background**

7. The parties were married on 30 June 2007. They separated in September 2022. The mother left the Cayman Islands to live in Florida in March 2023. The father issued a divorce Petition on 4 December 2024. On 18 December 2024, the mother filed her Acknowledgement of Service in which she indicated that she would not be defending the Petition. The Petition was proved in January 2025.
8. The Summons first came before the Court on 7 March 2025 when directions were given about the filing of affidavit evidence. The parties were directed to attend a Mediation Information & Assessment Meeting on 14 March 2025. The Court suggested that initially, mediation should primarily concentrate on interim financial matters, and thereafter on the wider ancillary relief and any child arrangements matters. A hearing was fixed to consider interim financial issues as well as case manage the other financial and child matters for 24 April 2025.
9. Unfortunately, the parties were unable to reach an agreement at mediation and the matter came back before the Court on 24 April 2025 for the scheduled hearing. Before the Court at the hearing were: (i) Affidavits sworn by the father on 6 March 2025, 24 March 2025 and 23 April 2025; and (ii) Affidavits sworn by the mother on 11 March 2025 and 31 March 2025. An unsworn affidavit, which appears to have been drafted by the mother prior to 11 March 2025, was also in the bundle. At the hearing I received oral evidence from the parties as well as written opening submissions prepared on behalf of the father.
10. This is my reserved Written Judgment given after careful consideration of the parties’ oral and written evidence and of their submissions.

**Background – The mother leaving the Cayman Islands**

11. The mother says that she had to leave the Cayman Islands due to her ongoing financial hardship and continuous arguments. She said that the parties' relationship had become "*increasingly volatile*" and that the father "*exhibited extreme aggression*" towards her. She said that the move was "*out of necessity and in the hopes (sic.) of improving my financial situation for the benefit of my children*" adding that the move was "*in order to avoid any further conflict or risk a safety*" and therefore it was "*in the best interests of myself and my children*". The mother forcefully stated that she never abandoned her children and that she always made sure that they were provided for by regularly sending money, food, clothes and other essential items to ensure that they had everything they needed. She stated that she is a "*dedicated mother who has sacrificed everything for the well-being of my children*" adding that "*despite being physically far from them, I have always remained emotionally present*". She says that had she has been proactive in the children's lives and gave examples of completing government scholarship applications, job applications and arranging for the son's UK passport to facilitate his travel. The mother says that the father misrepresents the position with the children and has kept her "*out of the loop in multiple occasions*" in relation to the children. The father denies what the mother contends, and he says that the mother abandoned the family and the children and went to Florida to advance her own life independently. For the purposes of this ruling, I need not explore that further herein and I herein make no findings concerning he reasons for the mother's departure to Florida.
12. The mother says that from the time that they met the father demonstrated "*a pattern of poor financial management, including accumulating debt through credit cards, loans and other obligations*". She added that he "*always live beyond his means in an attempt to maintain a certain image*". Although sympathetic to the father because he wished to try to enable his children to have the best education, his unrealistic and inflexible historical approach when keeping the children at the most expensive and exclusive private school in the Cayman Islands, which commands fees well above the family's financial means, is consistent with the mother's observation. I make this observation taking into account that the father said that he "*realized that there was no way I could afford (the school) on my own.*"<sup>3</sup> I accept that the father also said that he felt that he "*had no choice but to keep the children enrolled*" at that school because a change would require the son to move to the British curriculum and because of the psychological impact of a school move on the daughter.

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<sup>3</sup> Paragraph 40 in the father's affidavit sworn on 6 March 2025.

The mother says that during the marriage they lost their first home due to the father's refusal to rent a more affordable property. She says that his "*financial mismanagement and the lack of cooperation*" as well as his "*inability to make sound financial decisions*" have had a "*significant impact*" on their family's "*well-being*" and has "*led to a chronic state of instability*" within the family. She says historically she had provided financial support for him including giving all her savings, including nearly every bonus from her employment at an accountancy firm, to try to keep the family "*afloat*". The father disputes the mother's account of the financial history.

13. The mother said that, after she decided to move out, she requested that the father vacate the home because he was not in the financial position to support the rent and utility bills. She said that to help him start a new life and avoid any further strain on the children, she offered him \$3,000 and provided several rental options for him to consider, but he refused to accept that offer. She said that, as a consequence of his refusal to accept her offer and suggestion, he lost the ability to pay rent and was forced to leave the house due to non-payment. The father disputes the mother's assertions. She said that the father was then able to live for a few months in a beach condo offered to him by their son's friend's parents before he moved into his current three-bedroom house.

**Background – The mother's financial contributions to the children post her move**

14. The father states that when the mother told him that she was leaving he asked her to contribute CI\$600 per month to a joint loan payment and CI\$600 to the children's care. The father said that the mother refused to make that payment. He says that over the two years prior to his First Affidavit sworn on 6 March 2025, she contributed only between US\$200-\$400 per month and paid for overseas sports trips for the children (which could have been between \$1,000-\$2,000 per trip). The mother says that there have been more than three trips and that the total amount allocated by her towards the trips was US\$8,270. The mother says that she has also paid more than US\$400 per month and gave the example of December 2024 when she paid US\$400 and additional payments totalling US\$350 for food and petrol. She added that she has had to cover the living expenses on the two occasions that the children came to visit her. She has given money to the children, for example US\$500 for a recent birthday present. The father accepts that the mother also buys the children clothes and school supplies when they visit her in Florida.
15. The father says that the mother refuses to help with the children's expenses, including their school fees, despite his requests made at a time when he is financially struggling. The father told the Court

that due to his “*dire financial circumstances*” he had “*no option*” but to apply for financial support from the NAU in September 2024. He said that the NAU approved him for rental assistance (\$1,800/month), utilities assistance and food vouchers. It appears that NAU may be paying him \$1800/month in rent for a three-bedroom house where the total rent is \$3,000 per month. The mother questions whether the father needs a three-bedroom house and states that this is an example of his financial mismanagement, especially as he only entered into the rental agreement in October 2024. The father says that the rent was \$2,000/month for two to three months, but he accepted that he knew that the rent was then going to increase as it was a property that could rent for \$5,000/month. He said that he has a good relationship with the landlord and that enables there to be more a flexible arrangement concerning late payments which he would not have with any other landlord, and which he did not have with the previous property he rented when he was unable to meet the rent. He also highlighted the difficulty in finding landlords who are willing to grant tenancies persons who rely upon on NAU contribution payments towards the rent.

#### **Background – The father’s employment history**

16. The father is unemployed and, rather surprisingly, that has been the case since February 2024. He says that he has been applying for numerous jobs, whether directly with a prospective employer or by using employment agencies or Government run employment finding services. He said in his affidavit evidence<sup>4</sup> that prior to his present unemployment he had worked all of his adult life. However, that is not strictly accurate as the employment history in his affidavit and from his oral evidence shows that there have been times when he was out of work. Although it is his current income and employment that will assist in determining the amount of child maintenance at this time, an analysis of his employment history sheds light on his income/earning capacity and a trend of him leaving employment when secured or other realistic job options are not in place.
17. The father was a Customs Officer from 1998 to 2008, being promoted to a Senior Customs Officer/Assistant Director of the Customs Department for the last of those two years. He said that he left that elevated position to become a Police Constable between 2008-2011. He in effect said that he was hunted by a Superintendent in the police (who he says is now the Commissioner of Police) who gave him a verbal promise that he would be fast-streamed to promotion to the rank of Sergeant and that he would work in the Marine Unit for at least five years due to his narcotics

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<sup>4</sup> Paragraph 10 of his Affidavit sworn on 6 March 2025.

experience. That seemed a rather unusual informal arrangement because, as the then Commissioner of Police later pointed out to him, the policy is that no constable would join a specialised unit until they had completed two years of more general policing. He said that, after he had been in the Marine Unit for over two years, the Commissioner and the Deputy Commissioner put him in the uniformed branch of the police force and which he felt was a breach of the agreement he had. He also said that he was at the same time working on a website project which did not materialise as the intended investor let him down. The father said that the mother pressurised him to leave the police, and he resigned in 2011. The mother does not agree that she told him to resign. The father did find employment again until 2013 when he became a Marine Conservation Officer. With a young family, it was not a sensible course to resign from stable employment especially due to the clear uncertainties surrounding his mentioned website project. After the Marine Conservation Officer position, he became a Customs and Border Control Officer in 2016 until 2023. He stated that the post came to an end due to “*harassment*” and “*false allegations*” he received from senior officers. I am unable to determine the veracity of his complaints which he did not take to court due to the expense that might be caused by doing that, but it is evident that for some time he was on half pay sickness leave.

18. The father left the Customs and Border post and became an Aeronautical Information Service Officer with the Cayman Islands Airport Authority (“CIAA”) in August 2023 and he remained in that post only until February 2024. He said that he only remained in that post for six months because it was more stressful than he had understood the position to be. He said that he could not handle the stress of working “*non-stop*” as well as at the same time raising the children on his own, and that the situation was exacerbated by the fact that his main employment was unpredictable shiftwork.
19. The father said that at the same time the Operational Manager of a real estate company told him that he should come and work for her, so he resigned his CIAA post. This again seemed to be an informal rather than formal offer of employment, because in his oral evidence he said that he was informed by the Operational Manager that, on the day before he had resigned, she had been laid off and that there was nothing she could do about hiring him. In his Affidavit he said that the incoming management indicated they could not honour the offer as they had not been made aware of it. He says that he has been trying to set up a company to deal with the installation of a coastal defence system and that he was seeking funding for that project and he also said that he was working with

persons of influence in relation to a solar energy project. Again, from his evidence it appears that these are in an embryonic phase and carry great uncertainties. Even the father concedes that hurdles keep arising which means that he cannot guarantee when he will again be earning a steady income. When discharging his responsibility to financially support his family within the context of these proceedings, the expectation is that he should not rely upon these as potential sources of income, but he should focus on finding stable employment.

20. The mother contends that the father has been without employment for many months and that this is not the first time during their 16 years that he has been unemployed. She said that he had been unemployed on several occasions and had consistently found excuses for not seeking it. She said that in the past she has had to work as a waitress with 13 or 14 hours a day at a restaurant and a hotel when he was unemployed. She says that she has been looking for a second job. She does not agree that the father's reasons for resigning from his employment was because of the difficulties that arise when balancing work with child-care. The mother says that he had applied for jobs only a few times and that he did the bare minimum to provide for their family. She said that he said that he could not work at a gas station or in any similar positions. Although I do not fully accept what the mother claims, it appears to the Court that, although there is evidence of him showing that he has made some applications for employment, he is not meeting his income capacity at this time. There is an expectation that he must do that even if that would mean him finding permanent employment away from what he calls his "*background in law enforcement*" and less time that he expends on the currently non-income bearing projects that he mentioned. There is evidence that he has willingly become over-reliant over a considerable period of time on the generous support of third parties and on what he calls "loans" for substantial sums of monies which have supported family outgoings and liabilities massively over the budget that this family can endure. Although he says that he is highly motivated to find employment I am not satisfied he has done everything that one would expect from someone who comes across as well-spoken and presentable when he gave his evidence. I am unable to say whether his employment history and disclosed workplace disputes/difficulties has created a potential issue for prospective employers. The father has not produced (i) any resignation letters from him to former employers setting out his reason for resigning; (ii) any letters from former employers showing why his employment with them had come to an end; and (iii) any meaningful information from prospective employers about his unsuccessful work applications. Throughout his oral evidence, especially when talking about his proposed projects, the father informed the Court about his connections and interaction with high level

members of the community. I accept that he has worked as a sales agent, delivered printing materials and in the tourism industry and does some small e-trades. That said, at times, the father's evidence portrays an employment history of one who has rather unrealistic rather than practical plans concerning their employment.

### **Background – The mother's employment**

21. It appears that the mother held down a secure job when she lived in the Cayman Islands. During any periods of the father's unemployment, she says that she was the sole source of income for the family. The father disputes that. The mother currently works at a small CPA firm as an Administrative Assistant. The mother stated that the children were resistant to moving to Miami with her where she has only a one-bedroom home rather than the three bedroom one which they enjoyed with the father.

### **The law and the relevant general principles applied in interim periodical payment applications**

22. Section 20 of the Matrimonial Causes Act ("the Act") grounds the jurisdiction for interim child periodical payment orders, the relevant parts for my consideration in this matter provide as follows:

*"The court may make orders pending the outcome of any suit in respect of which a petition has been presented providing for-*

- (a) the care and control of the children of a marriage;*
  - (b) ....,*
  - (c) periodic payments to be made by one party to another pending suit;*
  - (d) ....;*
  - (e) ....;*
  - (f) ....."*
23. When interim orders are sought, s.20 of the Act must be read in conjunction with s.19 of the Act. As set out in s.19 in the Act, the Court shall have regard first of all to the best interests of the two children of the marriage, and then move on to consider the responsibilities, needs, financial and other resources, actual and potential earning power and deserts of the husband and wife. At this interim hearing after ascertaining the children's needs I will concentrate on the parties' financial circumstances.

24. In any interim periodical payment order I may make today I aim to bridge the gap up until the final hearing. Any order I make today is intended to be a temporary measure. Both parties should understand that today's order is not a final order and the Court in such circumstances, on the more limited evidence available at this early stage, only endeavours to put in place a fair holding order.
25. The parties should not see any order I make today as indicative of the final level of periodical payments or in fact whether any final order for spousal periodical payments is appropriate having regard to the clean break principle. The parties should not use any order made today as a yardstick.
26. What I have to do is to take into account the income, outgoings and needs of each party as they appear at this time and make an order that will enable the father to meet the children's day to day need until the final determination whilst at the same time striving to minimise any hardship to the mother.
27. This is not a hearing for the Court to make findings about either party's credibility. In *Campbell v Campbell* (1998) 1 FLR 828, CA the approach commended was not to look in detail at the payer's budget but to see whether the maintenance was a fair proportion of the payer's overall net income. The Court will not uncritically accept what either party says is their financial position, if there is reason to believe that something has been hidden. The duty for full and frank disclosure arises from the outset of the case (*G v G (Maintenance Pending Suit: Costs)* [2003] 2 FLR 71, Charles J). In the matter before me today, there is no reason to believe that either party has not given sufficient disclosure for the interim issues before me to be determined.
28. The approach of the Court when considering maintenance pending suit for a spouse is succinctly stated, referring to the case of *T v T (financial provision)* [1990] FCR 169, [1989] Fam Law 438, at paragraph 4A [711] issue 90 Butterworth Family Law as follows:

*“The primary aim of the court will be to make such an order, if possible, which will give a spouse certainly sufficient money to discharge the day-to-day outgoings and to feed, clothe and keep a roof over the head of that spouse until the final adjustments and orders are made in relation to the matrimonial assets and the finances after decree nisi. .... Where there are sufficient assets revealed by the parties the usual exercise for the court is to balance needs against resources and thus come to a temporary figure until the whole question of the division of the matrimonial property can be decided.”*

[2025] CIGC (Fam) 6 LH v LSH – Judgment

29. Nicholas Mostyn QC then sitting as a Deputy High Court judge in *TL v ML* [2005] EWHC 2860 (Fam) gave the following often referred to guidelines:

- “(i) The sole criterion to be applied is ‘reasonableness’ in accordance with section 22, which is synonymous with fairness.*
- “(ii) A very important factor in determining fairness is the marital standard of living, although that is not to say that the exercise on a maintenance pending suit application is merely to replicate that standard.*
- “(iii) In every maintenance pending suit application, there should be a specific budget for that application which excludes capital or long-term expenditure which should be considered at a final ancillary relief hearing. The budget should be examined critically in every case so as to exclude frenzied exaggeration.*
- “(iv) Where the affidavit or Form E (in this jurisdiction affidavit as we do not ordinarily use Form E’s) disclosed by the paying party is deficient, the court should not hesitate to make any robust assumptions about the ability to pay. The court is not confined to the mere say-so of the payer as to the extent of any income or resources. In such circumstances, the court should err in favour of the payee.”*

Although I am dealing with an application for only child maintenance, some of the above observations made in *T v T* and in the extract from Butterworths are equally applicable when considering orders to meet children’s welfare needs.

30. As stated by me in *AL v NL* Fam 194 of 2012 (Judgment dated 25 September 2020), in *AK v TK* 39 of 2015 (Judgment delivered on 7 February 2017) and in *Cooper v Ebanks* Fam 34 of 2023 (Judgment delivered on 27 March 2025) there may well be some overlap in the children's needs between the expenditure that was clearly solely for the children and household expenditure that benefited both the father and the children, but which enabled them to have adequate homes with both parents. Such considerations also apply to interim maintenance applications. The Court has a wide discretion in such cases and any order does not have to be solely for a child's benefit. Periodical payments for children are meant to be for the children so there should be no ‘profit element’ for the benefit of the custodial party. As I stated at paragraph 39 and 40 in *AL v NL*:

- “39. ...., the exercise for the Court is to review and ascertain the needs of X and to apply the above outlined principles, including the primacy of X’s interests when doing so.*

*[2025] CIGC (Fam) 6 LH v LSH – Judgment*

40. *Although the Court, when assessing the amount to be paid by the father, must not burden him with contributing to or overwriting the costs of the mother's domestic lifestyle which the father contends are "overstated" and which would in effect amount to a spousal maintenance order in disguise seven years after the certificate of dissolution, it must acknowledge that some of the needs for X will overlap with the mother's needs. The Court will in such instances have to apportion a reasonable amount for the child's benefit whilst leaving the mother to pick up the greater balance."*

31. There are a number of Grand Court judgments in which it has been accepted that school fees form a part of the periodical payment considerations, for example at *paragraph 14* in *RE v CD* Fam 119 of 2012 (Judgment 18 February 2016). Therefore, I have the jurisdiction to make orders concerning the payment of school fees.
32. When I consider this matter today, I am guided by, and I apply the above legal principles.

### **Background – School fees**

33. The issues in relation to school fees for consideration at this hearing have now narrowed down considerably. The Court is not asked to make any orders at this hearing in relation to the son's schooling. The father says that this is because one of his friends loaned him \$10,000, which it appears was paid directly to the school, and he was able to use a \$5,000 loan by another friend to pay some of the son's fees.<sup>5</sup> This has meant that the son has been able to stay at his private school until his graduation, although there was a sum of \$6,544 that must be paid prior to graduation to enable him to graduate. The mother has been in correspondence with the school in relation to that balance. In an email to the school sent on 26 March 2025 the mother stated:

*"I would like to confirm that if the school agreed with the payment plan for (the son). I can deposit USD\$500 monthly however, if my financial situation changes I will certainly contribute more but I would like to show fully transparent and honesty the course is not possible for me to finish the payment before the son's graduation."*

The mother is now saying that she was not indicating in the email when she would start making the payments. However, when I read the email, it gives me the impression that she was willing to set

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<sup>5</sup> The father comments received after his review of the draft of this judgment pursuant to GCR Practice Direction 1/04 state that the sum of \$1,000 taken from the \$5,000 loan was paid towards the son's outstanding school fees.

up the US\$500 per month payment but was indicating that the CI\$6,544 would not be discharged before the graduation, and this is quite correct because the graduation would be only two months later. Whatever the mother may now be saying, I am satisfied that she was trying to give the impression to the school that payments would now commence to enable the child to return to school, but making clear that, as the payments were only US\$500 per month, the full balance would not be paid in the two months left until graduation. In the end, on 10 April 2025, the parties were advised by the school that an “*anonymous contributor*” had paid the CI\$6,544 balance, which meant that the son could graduate.<sup>6</sup>

34. In this judgment I need not explore in detail the background to the children’s education at the most expensive private school in Grand Cayman. It may be that at the outset both parents agreed that they should attend that school. However, even when it was a dual income family living in one household, having regard to their income, it should have been patently clear that the children were being educated at a school whose fees were far beyond the family’s financial means. The parties, and in particular the father, have borrowed or otherwise obtained ridiculous sums of money to discharge primarily the school fees and, it appears, also some other expenses. The father in an affidavit dated 24 March 2025 set out a table of monies that he said had been loaned by various individuals to cover the children’s school fees, his rent, utilities, a Proven Bank loan in both parties’ names and various other living expenses totalling CI\$258,875<sup>7</sup>. Between August 2023 and March 2024, he had borrowed from one individual. I note that it was February 2024 when he resigned from the last meaningful employment that he held. It must have been obvious from at least August 2023, and it should have been much earlier than that, that the family could not afford the school fees. It was between August 2023 and March 2024 that the individual provided amounts totalling CI\$102,447. From the start of 2024, there have been borrowings of at least CI\$100,000 dollars.

35. The only issue for my determination at this hearing relates to the daughter’s education. The parties were not in a position to make arrangements with her present private school to enable her to return for the last term. The father says that the parties agreed that she should attend online schooling to complete her ninth-grade year. When she completes the 2024/2025 academic year, the father suggests that she either continue with online schooling or enter the Government school system in

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<sup>6</sup> The father believes that the “*anonymous contributor*” was the same person who had provided the \$10,000, but he could not be sure is that had not been confirmed.

<sup>7</sup> This does not include the recent \$10,000 borrowed to pay the son’s school fees.

the Cayman Islands. The mother initially said that she did not necessarily agree that there should be online schooling and questions why the child could not now attend a government school now until the end of this academic year. However, she confirmed later in the hearing that she had agreed to the online schooling<sup>8</sup>, but the issue that remained concerned payment of the fees. The mother also says that, from the start of the Fall 2025 academic year, she wishes the child to reside with her in Florida and attend school there. The issue for determination at this hearing today is whether the mother should pay US\$1,156 or any other amount towards the online schooling. Since the online schooling would be consistent with the US curriculum at the private school it would arguably be better for the daughter to complete this academic year using the online schooling program and then start in a new school in the Fall. I have been informed that the providers of the online schooling program are approved by the Education Department. However, as the child is of mandatory school age, if the parents are unable to pay for online schooling, then they must immediately use their best endeavours to enter her into a government school.

#### **The mother's income and outgoings**

36. The mother's income as an Administrative Assistant is US\$25 per hour (US\$37.50 if she has overtime) and she said that she works 80 hours per fortnight you are. The mother's income is paid on the fifteenth and on the thirtieth days of each month. Her pay slips in the bundle show that her average monthly net pay is in the region of US\$3,889.50. There is other income showing in her bank account, but that is not coming from a regular source but appears to be gifts or financial support from friends, a boyfriend and primarily her mother.
37. The mother sets out her outgoings at paragraph 2 to 9 in her Affidavit sworn on 31 March 2025. Below is a schedule of the mother's outgoings which do not include the child maintenance payments which she puts at US\$400.

	ITEM	COSTUS\$	Comment
1	Rent	1,750	1 bedroom property
2	Phone	88.12	
3	light	42.67	
4	Internet	60.00	
5	Netflix	20.00	
6	YouTube	19.00	
7	Apple	3.00	
8	Nails	80.00	

<sup>8</sup> The mother signed a homeschool consent form on 23 April 2025.

9	Braces	125.00	Required for medical and not cosmetic reasons
10	Amazon	6.78	
11	Car	506.57	Car finance for a new Kia Sol car purchased on 18 February 2025
12	Car insurance	304.48	Progressive Direct Auto
13	Food/petrol	550.00	
	TOTAL:	\$3,555.62	

38. The above, which were not shown to be inaccurate during cross examination, would mean that until the mother finds a second job, which she says she is trying to do, the mother has a disposable income of US\$333.88. None of the above, save for arguably the \$80 for nail care per month seem on the high side for a one-person home. YouTube and Netflix may be considered to be luxuries when compared to child maintenance, but they only amount to US\$39. The mother was questioned about her vehicle and the Court accepts that she could not be expected to continue to rely upon using Ubers to move around and that use of a vehicle is a requirement in Miami. The vehicle insurance figure, when compared to the same in the Cayman Islands, seems high but the mother's disclosure verifies that is the amount that she must pay.
39. To her credit the mother gave full and frank disclosure about the vacation that she took to Italy in September/October 2024. She took great affront to being asked questions about that holiday which she said was her dream holiday to celebrate her 40<sup>th</sup> birthday. Be that is it may, it was evident that she was able to amass funds over US\$5,525 for that trip, excluding air fares. She also has, to her credit, been able to raise sufficient funds to pay for expensive international school trips for the children and thousands of dollars for a trip with the children to Universal Studios. The importance of the trips to the mother was made abundantly clear when one saw the forceful manner in which she replied to cross examination about the trips and her holiday, but one has to ask whether these monies were well spent on such luxuries at a time when the family's finances are and were in such a dire state and when, without what might consider to be 'out of control' borrowings made by the father, the children's needs could not be met.

#### **The father's income and outgoings**

40. The father does not have any regular income from employment as he has not had a full-time job since February 2024. He has on very limited occasions undertaken ad hoc work such as delivering printed materials. As I have mentioned earlier herein, although I accept that he has made some efforts

to find employment, I would have expected him to have found regular work some months back and I am not satisfied that he has done all that he could in that regard. It is clear that he has been able to receive substantial funds from unnamed third parties which he has utilised to pay school fees and his and the children's living expenses. At this stage, in the evidence before me, I am not in a position to determine whether the monies were loans or gifts or whether they came from friends, charitable benefactors or family members. At the hearing I shared my concerns about the evidence filed and my views about the type of evidence that may be required at a later ancillary relief hearing if the status of the voluminous funds the father has received becomes relevant.

41. The below schedule sets out the father's submitted outgoings for the children<sup>9</sup>. The father argues that for some of the overlapping expenses<sup>10</sup>, that there should be 30% allocated for the benefit of the children. The below table also shows the different figures if the NAU payments are still received. The father provided information about the amount of the NAU payments for rent, but no figures for their payments towards the utilities. He said that such payments are reviewed every few months and that although he received payments up to February 2025, he had to meet those payments from his own source of funds in March 2025. I have not included NAU contributions but the amount of the outgoings just for the children will reduce if such payments are received. The Court was informed that NAU will be further reviewing all the payments in June 2025 and that they may continue if the father can satisfy them that he is doing all that he can to find employment.

	ITEM	COSTCIS	IfNAU funds still received
1	Rent (total \$3,000) – (30% children)	1000.00	\$1,800 from NAU – balance \$1,200% - 30% = \$360
2	Electricity (30%)	165	
3	Water (30%)	60	
4	Groceries/food	1000.00	
5	Petrol (30%)	65.00	
6	Cell phones (children's)	75.00	
7	Children's hair	50.00	
8	Entertainment, pocket money	100.00	
	TOTALS:	\$2515.00	\$1,875

42. In the above monthly schedule, apart from minor savings that could be made in relation to pocket money and arguably a very slight reduction in the groceries for two persons, the figures do not merit comment. The mother did not challenge the figures during cross examination. In relation to

<sup>9</sup> Summarised at paragraph 21 in the Written Submissions filed on behalf of the father.

<sup>10</sup> See paragraph 30 above.

pocket money and general household expenses, one might have expected to have heard from the father about attempts that the son was making to find a paid holiday job/internship over the long summer holidays before he hopefully leaves to university in September 2025. It is evident that he had a paid internship with a law firm in the Cayman Islands during the summer holidays in 2024 and that he has interned with at least two other law firms. He will be 18 years old in August and a young man in his position should be exploring and taking up one of the many the vacation time training/internship opportunities that are fortunately offered in the Cayman Islands, which a number of his Caymanian student contemporaries do. Of course, the son would not be expected to contribute toward the upkeep of his sister, but he should be exploring options for employment not only to improve his curriculum vitae but also to contribute towards his expenses in the household. The parents highlight that they are proud of the fact that both children have a good work ethic.

### **Conclusion**

43. Having considered the above evidence, the principles set out at paragraphs 23-31 above, the mother should be paying a sum greater than US\$400/month (just over 10% of her income) for child maintenance for the two children. It is clear that neither party has sufficient disposable income from employment to meet the children's needs. However, their needs have been met to date, seemingly due to contributions made by third parties to the family. I acknowledge that the interim orders that I now make will likely cause financial hardship to both parents having regard to their disclosed present employment circumstances. What is clear is that both these parents have been able to rely upon outside sources and, whether the mother is angered or not by this being raised, she has recently found substantial sums to take a luxurious overseas trip and to pay for holidays for the children and generous birthday presents. On the broad-brush approach that I must take, I cannot disregard that. The father should be making greater attempts to find employment, whatever nature that employment may be, to ensure that he meets his obligations. What is clear is that it is both of their responsibility to meet the children's needs, and it will be their responsibility to obtain the necessary funding to do so. It is not clear whether the father still retains some of the substantial monies that he has received from third parties. I am satisfied that it would be fair to find that both parents at this time should be equally financially responsible for meeting the children's needs.
44. Taking the broadbrush approach that is required at these interim financial hearings, I assess the total figure to meet the children's needs, at this time whilst the NAU payments are being made, as CI\$1,875 minus another CI\$200 for the other NAU contributions likely made to the family which

are not set out in the above table, which leaves a total of CI\$1,675. Therefore, I find that the mother should contribute CI\$837.50/month (CI\$418.75 per child). Unless the parties agree otherwise, payments should not be made by the mother to the US bank cards held by the children, but by transfers directly to the father. Upon the expectation that a maintenance payment has already been made for May 2025, moving forward (from 16 May 2025) payments of CI\$418.75 should be paid on the 16<sup>th</sup> and on the 1st day of each month, thereby coinciding with the mother's paydays.

45. This is only an interim order and, if the ancillary relief proceedings have not concluded, it would change in September whether or not the son attends university. If he does attend university then he may decide, as an adult who is not restricted by any section 10 orders, to spend time with both parents, who would be equally responsible for his care. Realistically, in the absence of a benefactor, it appears that the son would only be able to attend university if he is able to obtain a grant from the government or from a prospective employer. On the evidence before me, it is highly unlikely that these parents would be able to fund annual fees of almost £10,000 plus living and travel expenses for a university in England. If the son does not attend university, then he will no longer be in full time education and any maintenance order would likely expire, and the only maintenance obligation would be to maintain the daughter.
46. In relation to the daughter's school fees, if she does not attend at a government school for this last term which has only just commenced, especially if the Education Department confirms that no places are available then, to ensure that the parties are compliant with their legal responsibilities, the daughter must be enrolled in the online classes mentioned by the father. Each parent will be equally responsible for meeting those expenses. I do not set a precise figure today because it is not clear whether the mentioned US\$1,156 may not include taxes.

#### **Costs**

47. Unless I hear from the parties within seven days of the delivery of the perfected Judgment that they wish to make an application for costs, I intend to make no order for costs.

#### **Footnote**

48. As I mentioned to the parties at the hearing, I will be making a referral to the Department of Children and Family Services in relation to the mother's application that she will be seeking a residence order and an order for leave to remove the daughter from the jurisdiction. As she is 15

years of age the views that she expresses to the welfare officer may have great weight. It is important that neither parent exerts any pressure on their daughter nor ‘puts words into her mouth’ to share with the welfare officer. The daughter must be able to freely express her wishes and not views that a parent may wish her to share with the welfare officer. I am conscious that the father does not have legal aid for such an application, and I am content for the Legal Aid Department to be shown this Judgment if he decides to apply to extend his Legal Aid Certificate. It is of course, at this stage, a matter for the Legal Aid Department to decide whether or not coverage is extended.



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**Honourable Mr. Justice Richard Williams**  
**JUDGE OF THE GRAND COURT**