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Neutral Citation Number: [2026] CIGC (Fam) 8

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
FAMILY DIVISION**

CAUSE NO: FAM 157 OF 2021

BETWEEN:

TM

Petitioner

AND:

MM

Respondent

Appearances:

The Petitioner and the Respondent in person

Before:

Hon. Mr. Justice Richard Williams

Heard:

26 May 2026

Date of Judgment:

26 May 2026

Perfected ruling circulated:

1 June 2026

Financial provision - child maintenance - enforcement of arrears - application for attachment of earnings order – upward variation of child maintenance.

EX TEMPORE RULING

The Parties

1. This hearing is required to determine issues arising in child maintenance proceedings involving TM, the 30-year-old Petitioner mother, and MM, the 43-year-old Respondent father. They are both Caymanian. The mother is a receptionist, and the father works for a government department. I hereafter refer to them, for convenience, as the mother and the father. The proceedings concern one child of the parties' marriage, namely T aged 11. The child has no unusual health issues.

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2. The mother remarried in November 2025. She informed the Court that her husband was a service technician with a monthly income of \$3,500.¹ She said that he had three children from his previous marriage and that he voluntarily supports them financially without the need for a maintenance order. She could not say what the quantum of that financial support was. The father remarried in July 2025, and he has a two-year-old child with his wife. Apart from the relevant child in these proceedings, his dependents are now his spouse and their child and two other children who are aged 16 and 15. The father pays maintenance for those two children via an attachment of earnings order, but he could not recall the amount that he has to pay.

3. The father has had some health issues which he says have impinged on him being able to make some payments on time. In relation to his health, the father provided:
 - (i) a leave application form dated 22 July 2024 with his employer applying for sick leave due to lumbar disc removal surgery with a return-to-work date of 5 August 2024;
 - (ii) a medical sick note dated 10 July 2024 which indicated that he would have a return-to-work date of 5 August 2024;
 - (iii) a leave application form dated 4 September 2024 with his employer applying for sick leave due to treatment for back pain with a return-to-work date of 11 November 2024;
 - (iv) a leave application form dated 13 January 2025 with his employer applying for sick leave due to chronic back pain with a return-to-work date to be determined by a neurosurgeon or orthopaedic specialist;
 - (v) a Health Service Authority sicknote dated 13 January 2025 indicating that he had a return-to-work date of 20 January 2025; and
 - (vi) a Health Service Authority sicknote dated 26 September 2025 indicating that he should be restricted from work from 1 September 2025 to 19 January 2026. In the report, the doctor recommended that he avoid heavy lifting, bending or operating heavy machinery.

The Application

4. Before the Court is the mother's Summons dated 24 July 2025 in which the mother seeks the following Orders:
 - (i) An order for the father to pay arrears of \$1,275 in full;
 - (ii) An order that the maintenance be increased to \$350 per month;

¹ All monetary amounts in this judgment are in Cayman Islands Dollars.

- (iii) An attachment of earnings order for the sum of \$350 per month; and
- (iv) An order for the father to contribute to transport and childcare responsibilities.

There are no applications made by the father.

The Ancillary Relief Order

5. The relevant order is the Ancillary Relief Order approved by me on 18 March 2022 (“the Order”). A Shared Residence Order was made and the arrangements made thereunder were for the child to generally reside with the mother but to have ‘contact’ with the father each weekend from a time to be agreed on Saturday morning until 8:00PM on the Sunday. The parties were to share holidays. The father was ordered to pay \$250 per month in child maintenance from February 2022. The child was to be placed on the father’s health insurance plan with the parties sharing any medical expenses not covered by that policy. The Order provided that the parties would equally contribute to mutually agreed extracurricular activities as well as the cost of any necessary childcare or summer care for the child. The child financial orders were made to last until the child reached aged 16 but extended up to age 21 if the child remained in full time education. The Certificate of Dissolution was granted on 18 March 2022.

The Relevant Procedural Background

6. On 1 October 2025 the parties attended a mention hearing. At the hearing, by consent, an Attachment of Earnings Order was made with a payment of \$250 per month being paid by husband’s employer from 28 October 2025. The maintenance figure remained disputed so directions were given about the filing of affidavits and disclosure of each parties’ income. The matter was adjourned to a mention hearing on 7 November 2025.
7. At the November 2025 hearing, further directions had to be given because the mother had been unable to properly upload her affidavit onto the Portal and therefore the father could not file his affidavit in reply. Save for the new extended dates for filing, similar directions were again given about the filing of affidavits and salary evidence. As the father failed to attend the November 2025 hearing, a direction was given that if he failed to attend the next hearing on 19 December 2025, if the mother could satisfy the Court that he had been properly served, then the Court may go on to make orders on her Summons based solely on the evidence then before the Court.

8. Both parties attended the hearing on 19 December 2025. Unfortunately, the father had failed to file his affidavit in reply and a similar direction to the two previous ones made concerning his affidavit and salary evidence was repeated, albeit to a further extended filing date. The matter was set down for a mention hearing on 6 February 2026. The father was warned that if he again failed to file his affidavit and salary evidence and/or if he failed to attend that hearing, the Court may go on to then consider making the orders sought based on the mother's affidavit evidence.
9. At the February 2026 hearing it was clear that the parties were still unable to agree the issues. The very brief affidavits filed by the parties did not contain the detail that the Court had hoped to see. However, I took a common sense view that the case needed to move on to a conclusion so in circumstances, where I felt that the parties had an inability to file appropriate affidavit evidence no matter what further assistance and adjournments the Court may give to them, I directed that the parties must consult with the Listing Officer to obtain a final hearing date for the Summons. On 24 March 2026, the Listing Officer issued a Notice of Hearing for 26 May 2026.

The Hearing

10. The mother's Summons was heard today on 26 May 2026. Both parties gave oral evidence and were available for cross-examination. The father also called his wife to give oral evidence. Although she had not filed an affidavit, I gave leave for her to be called as her evidence dealt with the narrow issue of her involvement in the mechanics of some maintenance payments. I have read and considered the content in the Affidavit of the mother sworn on 14 October 2025 and in the Affidavit sworn by the father on 6 January 2026. I have considered the oral evidence of the parties and the father's wife given at the hearing. I provide this *Ex-Tempore* Ruling at this hearing and a perfected written version of this ruling will be provided hopefully next week.

The Mother's Additional Applications not Contained in Her Summons and Her Contentions about the Arrears

11. The mother's Summons is supported by her Affidavit sworn on 14 October 2025. Although not set out in the Summons, the mother in her Affidavit also seeks an order that the father pay a sum of at least \$100 each July and December to assist with back-to-school expenses. She also seeks an order that the father pay 50% of the child's passport application fee, which she assesses at \$75.
12. In her Affidavit, the mother indicates that since the Order was made, the father consistently failed to make timely payments and frequently missed or delayed monthly payments. In that Affidavit,

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she outlines her contention that the payments that have been made for the period January 2025 to September 2025 total only \$535. The only payments that the mother said in her Affidavit that she has received are \$100 in January 2025, \$125 in April 2025, and \$250 in September 2025. The parties agreed that only \$100 had been paid in January 2025 and that there was no payment made in July 2025. As set out in the Summons, the total amount that should have been paid over that period was \$1,250 (5 x \$250). That figure, of course, differs to the \$1,750 figure set out in the October 2025² affidavit because the Summons was dated July 2025 and only dealt with the payments that had been made and/or missed until that date.

13. The mother informed the Court that she did not agree that the husband had paid \$400 or any amount in February 2025. She said that she could recall that because they had had a falling out at the end of January 2025 and that as a consequence, they did not speak with each other in February 2025. She disagreed that she had received a \$250 maintenance payment in March 2025 regardless of whether that had been sent from the husband or from his wife. For April 2025 she said that received only \$125 and not \$250 in maintenance and that she received assistance of only \$60 and not \$67.50 for the child's visit to Cayman Brac. For June 2025 she denied that she had received \$150 from the father and she denied that she received \$350 in August 2025.

The Father's Contentions about the Arrears

14. In relation to the arrears the father says that some of the payments might have been short for some of the months because he had been sick and undergoing surgery for his sciatic nerves.³ He said if that was the case, then he would make sure that in the following month he gave full support and the balance from the previous month. He said that he trusted the mother and therefore did not seek any receipts from her for when he made payments in cash to her.

15. In his Affidavit the father set out details of the following payments:

January 2025	\$100.00	
February 2025	\$400.00	(which included the balance due in January 2025)
March 2025	\$250.00	(cash which the mother collected from his wife)
April 2025	\$317.50	(which included \$67.50 for the child's trip to the Brac)
May 2025	\$250.00	(cash which the mother collected from his wife)

² 7 x 250.

³ See paragraph 3 above.

June 2025	\$150.00	(the father said he could not pay it all because he had to put money towards his electricity bill that got cut off)
July 2025	\$ 0.00	
August 2025	\$350.00	(the father said this was the \$100 balance from June and the \$250 from July)
September 2025	\$500.00	(the father said he made two payments of \$250 to include the overdue August payment)
October 2025	\$ 0.00	(the father said he was unable to make any payment as he had bills to pay)
November 2025	\$500.00	(the father said that the payment included the overdue October payment)

Therefore, in his Affidavit evidence the father indicated that, as of the end of November 2025, there were no arrears of maintenance.

16. The father has produced some documentation to verify the payments he says he has made. In the mother's Affidavit she stated that the father had made no payments in August 2025. That is not a correct statement because he has exhibited a deposit slip proving that \$350 was paid into her account on 8 August 2025. In the mother's Affidavit she stated that he made a payment of only \$250 into the account. That is also not a correct statement because he has exhibited deposit slips proving that separate payments of \$250 were made into her account on the 1st and 22nd of September 2025. At the hearing the mother accepted that her Affidavit sworn in October 2025 was inaccurate as it did not record these payments. Her explanation was that at the time of drafting her Affidavit, she did not know where the \$250 cash entry shown in August 2025 in her bank statement had come from. She said that at that time she was running a side business selling clothing and that her husband was making payments into her account, so she could not be sure where the money came from. Although she accepted in her Affidavit that \$250 had been paid into her account in September 2025, she relied upon the same above reason for not acknowledging in her Affidavit the second \$250 paid into her account by the same means in September 2025. When pushed on what her present income was from that clothing business she said that she had not made any transaction since February 2026. I found the mother's reasoning for the inaccurate information about the August 2025 and September 2025 payments in her Affidavit to be unreliable. The father has also exhibited a deposit slip proving that \$500 was paid into her account on 27 November 2025. Understandably that is not reflected in the wife's Affidavit sworn on 14 October 2025.

17. When the father gave his oral evidence in relation to the disputed payments made in February, March, April, June and July 2025, it was evident that his recollection was not great. When I observed his demeanour and asked him some more searching questions, I formed the view that he was not being obstructive but that his memory capacity was less than average. He called his wife as a witness and it was evident that when it came to the finances in the household, she was the one who had a better grasp. Importantly, she gave her evidence without any knowledge that she would be giving evidence as the father only decided to call her when he was giving his own evidence. Therefore, her evidence was not influenced or tainted by any discussion she may otherwise have had with the father before she gave her evidence. Her evidence was, on the whole, consistent with the father's evidence, especially when she said that she usually paid over \$250 per month to the mother and that she had been involved in the handover of the payment on three to five occasions in 2025. She gave more detail about the handover of cash taking place at either Greenwood Drive (*"the Swamp"*) and added that the arrangements would be made between her and the mother over the telephone. She volunteered that there were occasions when the father missed the maintenance payment date, but he would then make up the balance in the following month. This is also consistent with the father's evidence. She also showed the Court a series of messages over the past year retained on her telephone between herself and the mother relating to issues about the child and finances. That evidence directly conflicted with the mother's earlier cross-examination of the father's wife when she put to her that the cash handover between the two of them could not have taken place because she had not seen her or spoken with her since 2024. I preferred the evidence of the husband's wife to that given by the mother about the mechanics of the transactions.
18. Having regard to the findings made at paragraph 17 above, as well as the mother's inaccurate information in her Affidavit about the substantial maintenance payments made in August 2025 and September 2025, I find that her evidence in relation to non-payment of arrears cannot be relied upon. On the balance of probabilities, the mother has not established that the payments highlighted by the father and his wife have not been made. Accordingly, I conclude that there are no arrears to be paid.

The Law about Child Maintenance and Variations

19. Section 23 of the Matrimonial Causes Act (2005 Revision) ("the MCA") states:
- "Either spouse....may make application for variation of any order under section 21, and the court, after hearing the parties, may make such variation."*

This section provides the Court with a broad discretion as to whether or not to make any variation once it has heard from the parties. The only limit on that discretion appears to be that the Court may only make a variation sought by way of application, and not some other variation.

20. Section 19 of the MCA provides the guidance as to the principles to be followed when exercising the discretion conferred by s.23 MCA where it states:

“In dealing with all ancillary matters arising under this Law, the Court shall have regard first of all to the best interests of any children of a marriage and thereafter to the responsibilities, needs, financial and other resources, actual and potential earning power and the deserts of the parties.”

21. Sections 19 and s.21 of the MCA give the Court a wide discretion when it comes to financial provision. The Courts in the Cayman Islands, in deciding whether or how to exercise their powers under s.21 or their powers to vary any order made under s.23 when considering what is fair in all the circumstances of the case, traditionally had regard not only to the matters set out in s.19, but also have been guided by the relevant factors raised in s.25(2) of the English Act.⁴ Some of those factors to be considered include:

- (i) The income earning capacity, property and other financial resources which each of the parties has or is likely to have in the foreseeable future;
- (ii) The financial needs, obligations and responsibilities which each of the parties has or is likely to have in the foreseeable future;
- (iii) The standard of living enjoyed by the family before the breakdown of the marriage;
- (iv) The age of each party; and
- (v) Any physical or mental disability of either party.

22. In the Court of Appeal decision in *Morris v Morris* [2016] EWCA Civ. 812 (“*Morris*”), Moylan J. spoke about the proportionate exercise that the Court should conduct when determining a variation application. As this is the first time, and may not be the last, that there have been issues concerning child maintenance since the Order was approved, I see merit in now fully sharing this recent and most helpful guidance herein:

⁴ *Doak v Doak and Riley* [2002] CILR 224, [17], [21], [22], *Wood v Wood* [2009] CILR 255, [12] and *McTaggart v McTaggart* (2011) 2 CILR 366[39].

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“87. On a variation application is the court required to consider the matter de novo? In my view, the simple answer is that it is not. The court must conduct an exercise which is proportionate to the requirements of the case. They might warrant a complete review but they can also justify, what Mr Duckworth refers to as, a light touch review. In this respect, Mr Duckworth was right to acknowledge that the court can confine its consideration to factors relevant to the variation application.

88. I do not consider that the authorities on which Mr Duckworth relies support his submission that the court must undertake the exercise de novo. He can point to the passage in Ward LJ's judgment in *Flavell v Flavell* when he says (at p. 357):

“The court is not required to proceed from the starting-point of the original order but looks at the matter de novo.”

But, this has to be seen in context, namely that it was in response to a submission that the court does not have jurisdiction to vary an order unless the applicant can show exceptional circumstances or, at least, a material change. Further, Ward LJ's observation is not the same as saying that the court is required to consider the matter de novo. That Ward LJ is not saying this is clear because he agrees "entirely" with what Cazalet J had said in *Garner v Garner* [1992] 1 FLR 573:

“Almost invariably, an application to vary an earlier periodical payments order will be brought on the basis that there has been some change in the circumstances since the original order was made; otherwise, except in exceptional circumstances, the application will, in effect, be an appeal. If an order is not appealed against, or is made by consent, then the presumption must be that the order was correct when made. If it was correct when made, then there will usually be no justification for varying it unless there has been a change in the circumstances.”

89. In addition, in *Lewis v Lewis* [1977] 1 WLR 409, that great family judge, Ormrod LJ, also does not say that the court must start de novo:

“I am bound to say that it has always seemed to me ... that the powers of variation, which were given by statute to this court in a series of enactments going right back to 1857, have been, if anything, progressively enlarged, and that the intention of Parliament is that, in handling these family matters where money is concerned, the court should have as unfettered a discretion as possible to deal with the situation as it is when the matter comes before it” (p. 412F).”

90. Further, although not referred to during the course of the hearing, the overriding objective requires the court to deal with cases proportionately. Thus, although section 31(7) requires the court to have “regard to all the circumstances of the case”, this is not the same as requiring the court to undertake the section 25 exercise de novo. It is instructive to see what the Supreme Court said recently in respect of case management in

a financial remedy claim. In *Wyatt v Vince* (Nos 1 and 2) [2015] 1 WLR 1228 Lord Wilson JSC (with whom the rest of the court agreed) said (para 29):

“... by rule 1.4(1) of the family rules, the court must further the overriding objective by actively managing cases, which, by rule 1.4(2)(b)(i)(c), includes promptly identifying the issues, isolating those which need full investigation and tailoring procedure accordingly. This exercise will dictate the nature, and in particular, the length of the substantive hearing.”

91. In *Sharland v Sharland* [2015] 3 WLR 10170, Lady Hale (with whom the other six Supreme Court Justices agreed) said, at para 43:

“This court recently emphasised in *Wyatt v Vince* (Nos 1 and 2) [2015] 1 WLR 1228 the need for active case management of financial remedy proceedings, “which ... includes promptly identifying the issues, isolating those which need full investigation and tailoring future procedure accordingly”: para 29. In other words, there is enormous flexibility to enable the procedure to fit the case. This applies just as much to cases of this sort as it does to any other.”

92. The court has “enormous flexibility” to determine the “nature” of the substantive hearing. This includes, as Mr Duckworth accepts, focusing on the relevant factors and in my view also, where appropriate, conducting a light touch review. Specifically, to require the court to undertake the exercise *de novo* would be contrary to the overriding objective and the obligation for a case to be dealt with proportionately.”

23. Having regard to ***Morris***, the following principles are appropriate as a guide to the Court in the exercise of its discretion:

- (i) The practice has developed where the Court looks for a material change in circumstances since the last order when considering varying periodical payments order.⁵ However the wording of s.23 and s.19 MCA give the Court wide powers to vary its ancillary relief orders and contemplates that there may be other circumstances other than a change of means which would justify a variation in the original order;
- (ii) Whilst the Court has a broad discretion when determining variation applications, such discretion should be exercised in a proportionate manner: proportionate to the money involved, the cost and complexity;
- (iii) In conducting its s.23 MCA exercise the Court should have sufficient information available to it for the relevant issues to be addressed in a way which is fair and proportionate against

⁵ Henderson J. Judgment dated 16 February 2010 in *Maria-Constanza Lindsay Fear v Richard David Fear* Cause No. D129 of 2005 at paragraph 3, Levers J. Judgment dated 23 June 2005 in *John Michael Dinan v Elizabeth Marie Dinan Cause* No. D131 of 1990 at page 4.

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the backdrop of the Overriding Objective. The provision of information for the exercise is a mutual and reciprocal obligation; and

- (iv) A full, exhaustive and expansive representation of a final ancillary relief hearing should be avoided. That would be contrary to public policy, detrimental to the parties' interests and a drain on the limited resources of the Court.

The Mother's Contentions about Change of Circumstances and the Need for an Increase in Child Maintenance

- 24. The mother says that in 2021 she and the child were living with her family who provided them with assistance including paying for groceries, household expenses, childcare and utility bills. Since August 2024 she moved out of that family home and now lives independently with her new husband. She says that this has resulted in an increase in living expenses and her financial responsibilities.
- 25. When considering a change of circumstances, the Court can take into account the fact that the cost of living has increased since March 2022. This means that the costs of providing for the needs of the child would have increased, but it also means that the outgoings of both the payer and payee of maintenance provision will have increased.

Mother's Employment, Income and Outgoings

- 26. The mother's salary is \$3,500 per month.⁶ She states that after deductions for health insurance and pension contributions totalling approximately \$300-\$320 per month, her net monthly income is approximately \$3,180 to \$3,200 per month. She says that her monthly share of the household and child related expenses total between \$1,667 and \$1,693 per month which she feels leaves limited disposable income "*to cover additional costs such as transportation, school supplies, and clothing*" for the child.
- 27. As already mentioned herein, the mother highlighted that her husband has an income of \$3,500 per month. Of course, it is not for her husband to contribute to the maintenance of the child, but his income may be taken into account when determining what would be a reasonable contribution for him to make to the household expenses, thereby freeing up some of the mother's income to meet the needs of the child. It is clear from the evidence given at paragraph 6 in the mother's affidavit

⁶ Confirmed by letter dated 14 October 2025 from the mother's employer.

about her outgoings that, appropriately, her husband equally contributes to the household expenses.⁷ I note in one of the entries in her outgoings that her husband contributes \$50 towards the child's extra mathematics classes. This is very thoughtful of him, but that child related expense should be a payment to be made by the child's father, and I will take that into account when considering any variation of the maintenance.

28. The mother provided details about her outgoings in her Affidavit, which she added to in her oral evidence. She states that her monthly outgoings⁸ are:

Rent (total \$1800)	\$900.00
Internet (\$134.51)	67.25
Cell phone	250.00
CUC electricity (\$350-\$375)	175 - 188.00
Water/sewerage (\$150-\$175)	75 - 88.00
Groceries (\$500)	250.00
Vehicle- Gas	150.00
Vehicle insurance (\$420/a)	35.00
Vehicle licence (\$226/a)	18.83
Extra mathematics classes (\$100)	50.00
Extracurricular violin class	25.00
Haircuts child	30.00
Haircuts mother	80.00
Child's clothing	150.00
Total Outgoings:	\$2,282.08

29. Unfortunately, in her written and oral evidence the mother did not give a separate breakdown of the specific expenditure for the child. There are no figures for the family's holidays, the child's presents or pocket money. The Court should, of course, have in mind that a proportion of the outgoings listed in paragraph 28 above should also be related to the needs of the child, what are often termed as being 'roof over the head' expenses. These may include a proportion of the rent, utilities, grocery bills and reasonable vehicle costs. However, child maintenance is not to be used

⁷ The mother's husband contributes half of the payment for rent, electricity, water, Internet, groceries, and the child's extra mathematics classes.

⁸ Excluding clothing, family trips/holidays, presents, and other non-basic expenditure.

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as spousal maintenance in disguise, so it is not for the paying parent to contribute to the former spouse's personal outgoings.

30. The mother added that the child's school supplies cost \$100 in both August and December and that his school uniform in both August and January is \$75. That gives a total of \$350. **It is right and appropriate that the father contribute towards that and therefore, over and above the child maintenance, he should pay directly to the mother \$87.50 before the end of July and again before the end of December every year whilst the child remains in school.**
31. When one analyses the mother's figures, it is fair to say that a payment of CI\$250 per month in itself would not meet the child's needs. If it was felt that both parents should equally contribute and the figure was \$250 each, then again \$500 would not fully meet the child's needs. On a needs basis alone, the mother's claim for \$350 as a contribution would not be unreasonable. Although the child's needs are my first priority, that is not the end of the determination, as the Court must also then look to see what the father's income/income capacity and outgoings are to see if he is able to meet a reasonable contribution to the child's needs.

The Father's Income and Outgoings

32. A letter from the father's employer dated 25 November 2025 states that his basic income is \$44,568 per annum (\$3,714 per month) and that he has full health coverage with CINICO for himself and his dependents. Although it is to a degree helpful, the letter from his employer was not what the Court requested. Both parties were directed to file either their payslips or a document from their employer detailing their net income for each of the last 12 months. The mother partly complied by producing a number of her payslips, but the father did not comply at all. It is likely that the father's income is higher than the base salary set out in the letter from his employer as he readily admitted that on occasions he has worked overtime.
33. The father did not provide the Court with any details about his wife's income. In his evidence, he gave the impression that she was not working yet as she had only just received her Residency and Employment Rights Certificate (RERC). However, when his wife gave her evidence, she indicated that she had just started work as a teaching assistant. She was not willing to provide the Court with details about her income. In such circumstances, I am entitled to infer that there is additional income coming into that household over and above the father's salary. Again, it is not for the father's wife to contribute to the maintenance of the child, but her income may be taken into account when

determining what would be a reasonable contribution for the father's wife to make to the household expenses, thereby freeing up some of the father's income to pay child maintenance.

34. The father did not provide any details about his outgoings in his affidavit but gave the detail in his oral evidence. He said that he lives in a family home in which his stepfather resides. He says that it is a mortgage-free property and that his responsibility is to pay a sum that covers at least 50% of the utility bills, the groceries and other household expenses. He says that the amount that he pays for that ranges between \$1,000 and \$1,200 per month. As mentioned above, he indicated that he does pay child maintenance for two other children, but he could not recall the amount. It, of course, was his responsibility to present that evidence before the Court. He also provided the following monthly outgoing figures during his oral evidence:

Cell phone	\$160.00
Vehicle gas	75.00
Vehicle insurance (\$400/a)	33.33
Vehicle licence (\$226/a)	18.83
Total Outgoings:	\$1,487.16

35. His outgoings also exclude child related expenses for his two-year-old child, clothing, family trips/holidays, hairdressers, presents, clothing and other non-basic expenditures.

Conclusions

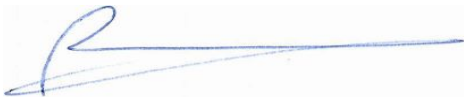
36. **As set out above, I am satisfied that the increase of maintenance from \$250 to \$350 sought by the mother is not an exorbitant amount and it is the least amount that is required to meet the child's needs. In addition to that, I am satisfied that the father should contribute \$50 towards the child's extra mathematics classes and therefore I increase the maintenance figure to \$400 per month. On the information provided by the father concerning his outgoings, I am satisfied that he has sufficient disposable income to make that monthly payment.**

The orders

37. Accordingly, I make the following orders:
- (i) The arrears of maintenance pursuant to the order dated 18 March 2022 are assessed at zero;
 - (ii) That the Child Maintenance Order made on 18 March 2022 be varied to \$400 per month. The payments will be made by an Attachment of Earnings Order to be paid by or on the 28th

day of each month commencing from 28 June 2026. The duration of the child maintenance order will remain as set out in paragraph 2E of the 18 March 2022 Order;

- (iii) That the father shall pay directly to the wife the sum of \$87.50 before the end of August and before the end of December every year towards return to school expenses. The mother is to provide to the father a receipt for each payment made; and
- (iv) The father should pay the sum of \$75 directly to the mother by or on 5 June 2026 to cover some of the expenses for the child's passport. The mother is to provide to the father a receipt of that payment when it is made.



Honourable Mr. Justice Richard Williams
JUDGE OF THE GRAND COURT