The Judgment was delivered in private, but the Judge hereby gives leave for it to be published.

The Judgment in this matter is being distributed on a strict understanding that in any report no person other than the attorneys (and any other person identified by name in the Judgment itself) may be identified by name or location and in particular the anonymity of the child and the adult members of their family must be strictly preserved.

Neutral Citation Number: [2026] CIGC (Fam) 10

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FAMILY DIVISION

CAUSE NO. FAM 177 OF 2013

BETWEEN:

CS

Petitioner

AND

RS

Respondent

Appearances:	The Petitioner appears in person The Respondent appears in person
Before:	Hon. Justice Richard Williams
Heard:	23 July 2026
Date of Judgment:	28 July 2026

Financial provision – child maintenance

JUDGMENT

The parties

1. This financial hearing concerns P, a fourteen-year-old male child. P was born when CS, the Petitioner mother, and RS, the Respondent father, were married. The mother (aged 45) and P (aged 53) have Cayman status. The father has permanent residency. The parents are both US nationals. I hope that the parties do not feel me discourteous, but for convenience I will refer to them as the mother and the father in this judgment.

Background - procedure

2. The parties' background has been set out in detail by me in judgments dated 9 September 2014, 15 April 2015, 10 August 2015 ("the August 2015 Judgment") and in a recent Judgment dated 24 February 2026 ("the 2026 Judgment")[1]. I do not intend to repeat that information in the same detail herein.

3. They married on 26 March 2010. The mother filed her Petition for Divorce on 26 August 2013. In the August 2015 Judgment, after a contested Petition hearing, the Court found the Petition proved.

4. On 31 May and 14 July 2016, McMillan J heard a contested ancillary relief application. In his judgment dated 4 November 2016 ("the Ancillary Relief Judgment") McMillan J made a shared residence order along with defined child arrangements provisions governing the equal time he was to spend with each parent. He also made a number of financial orders. Relevant to the present matter, on the basis that the mother had been paying P's school fees (CI$750/month), the Learned Judge ordered the father to pay child maintenance of CI$300/month to be paid on the 28th day of each month from November 2016. It appears that the intention was that the $300 payment would be paid into P's school to assist with P's school fees.[2] At that time P was in pre-school and the school fees were only $750/month. Although the school fees have increased over the years,[3] there has not been any increase in the $300 ordered maintenance. In addition to the monthly maintenance payments, the father was ordered to pay 50% of P's medical, dental and optical expenses.

5. After the Ancillary Relief Judgment was delivered the Certificate of Dissolution of the marriage was granted on 8 November 2016.

6. On 20 July 2017, the mother filed a Summons seeking orders in relation to alleged arrears of the father's contribution to P's school fees. An amended version of that Summons was filed on 17 August 2016 seeking payment, by an Attachment of Earnings Order, of $520/month (50% of the increased school fees) which would occur at the start of the next term. On 22 August 2017, the father filed a Cross-Summons seeking to vacate the hearing date of the mother's Summons. He also

[1] The 2026 Judgment followed a hearing held on 3 February 2026.
[2] Paragraph 3 of the mother's Affidavit sworn on 24 July 2017
[3] See paragraph 24 below.

sought an order discharging his responsibility to pay child maintenance pending the outcome of the contested costs hearing.

7. On 23 August 2017, Carter J considered the Cross-Summonses, and she found that there were arrears of school fees from the father of $420 which she ordered to be paid by the father to the school within 14 days of the Order. She reiterated that the father was to pay $300/month as his contribution to P's school fees, and the mechanism for that payment was to now be by an Attachment of Earnings Order. The total amount payable in the Attachment of Earnings Order Carter J made was $900, which included a sum of $600 relating to two Default Costs Orders which had been made against the father.

8. On 24 July 2019, the mother filed a Summons seeking various Children Act orders. The father filed a Cross-Summons on 19 August 2019 also seeking various Children Act orders including a variation of the two-weekly cycle child arrangement orders. When the Cross-Summonses came on before Richards J on 6 September 2019, the Learned Judge made a number of comprehensive child orders which then governed the child arrangements for the parties and P for a period of just under six years until June 2025. Richards J's Order reflected the parties' agreement that the child arrangements would be varied to P spending his time with the parents in the following 2 weekly cycle:

   (i) In week 1 - With the mother from Friday afternoon when the mother will collect P from school until Wednesday morning when she will drop P off at School. P would then be with the father from Wednesday afternoon when he will collect P from School, until Monday morning when he will drop P off at School.

   (ii) In week 2 - With the mother from Monday afternoon when she will collect P from school until Wednesday morning when she will drop P off at School. P would then be with the father from Wednesday afternoon when he will collect P from School, until Friday morning when he will drop P off at School.

The Present Application

9. The father's present application is brought by his Summons dated 8 August 2025. The 2026 Judgment dealt with the bulk of the diverse matters raised in that summons. The Court also considered the content of a Summons filed by the mother dated 24 June 2025. In the 2026 Judgment the Court ordered that there be a variation in the defined child arrangements operating under the

November 2016 Shared Residence Order.[4] Although the Shared Residence Order was retained, the arrangements were varied from the equal alternate week arrangement to the following two-week cycle:

(i) In week 1 - P will overnight with the Applicant on Thursday from 4:00 PM (or from the end of school if P is still attending at school) until Friday at 9:00 AM (or until the start of school if P is attending at school).

(ii) In week 2 - P will reside with the Applicant from 4:00 PM Friday (or from the end of school if P is still attending a school) until 9:00 AM Monday (or until the start of school if P is attending a school).

In the Summons the father also sought an order that the mother pay child maintenance in the amount of CI $2,200/month. The 2026 Judgment recorded that the parties accepted that the Court would not be dealing with the child maintenance application made in the father's Summons at that hearing. It recorded that the acceptance was because the parties understood that any orders for maintenance would likely depend on what orders were made in relation to the child arrangements for P. Accordingly, having regard to the varied child arrangement orders arising from the 2026 Judgment, the Court Order dated 24 February 2026 included provisions that:

(i) pending the hearing of the father's child maintenance application, the Maintenance Order reconfirmed by Carter J on 23 August 2017 was suspended: and

(ii) the father's maintenance application was adjourned with liberty for him to restore the same by applying for a mention hearing.

The suspension of the child maintenance meant that the Attachment of Earnings Order made by Carter J on 23 August 2017[5] was reduced to $600, with that ongoing amount relating to the two Default Costs Orders rather than child maintenance. The amount outstanding at 21 July 2026 in relation to the Default Costs Orders is $30,300.64 *(just over 50 monthly payments of $600)*. **I now dismiss the suspended $300 maintenance order.**

10. On 26 February 2026 the father wrote to the Court seeking to restore the maintenance application. On 27 February 2026 the parties were informed that they could either attend mediation or ask for

[4] The application should have been to vary the later order which was made by Richards J on 6 September 2019. See paragraph 8 above.
[5] See paragraph 7 above.

a mediation hearing date at which I will consider whether or not to send them to mediation. On the same day both parties indicated that they were willing to attend mediation. They attended mediation, but the Mediation Report dated 12 April 2026 indicated that the case did not settle in mediation.

11. On 31 March 2026 a Notice of Hearing providing a mention date for 17 April 2026 was issued. At that mention hearing directions were given about the filing of affidavit evidence and leave was given for the parties to consult with the Listing Officer to obtain a hearing date for the maintenance application. On 5 May 2026 a Notice of Hearing was issued for the present hearing.

The hearing

12. The hearing was held on 23 July 2026. Both parties gave evidence in chief and were cross-examined. The parties, who are litigants in person, did not provide the Court with a bundle or skeleton arguments. The Court documents that the father primarily relies upon are his Affidavits sworn on 24 December 2025,[6] 14 April 2026 and 5 May 2026. The mother relies upon her Affidavits sworn on 16 December 2025 and 15 May 2026. At the close of the hearing, the matter was adjourned for this Reserved Judgment to be prepared and then delivered.

The Law

13. The Matrimonial Causes Act (2005 Revision) ("the Act") gives the Court a wide discretion when it comes to financial provision orders, including child maintenance orders. When determining the application before me I must have regard first of all to P's interests.[7]

14. When considering what is a fair order in all the circumstances of the case, the Court has traditionally had regard not only to the matters set out in s.19 of the Act, but also to the relevant factors raised in s.25 of the Matrimonial Causes Act 1973 in England and Wales. The factors that may be more relevant to a new child maintenance application are:

    (i) The income, earning capacity, property and other financial resources which each of the parents has or is likely to have in the foreseeable future;

[6] Paragraphs 14-15 in the Affidavit sworn on 24 December 2025.
[7] Section 19 of the Act.

(ii) The financial needs, obligations and responsibilities which each of the parents has or is likely to have in the foreseeable future;

(iii) Any physical or mental disability of either of the parents;

(iv) The standard of living enjoyed by the family;

(v) The financial needs of the child;

(vi) The income, earning capacity (if any), property and other financial resources of the child;

(vii) Any physical or mental disability of the child; and

(viii) The manner in which the child was being and in which the parties expected the child to be educated or trained.

15. Having regard to the case being put forward by the father, I see merit in setting out the following analysis of the law as it relates to child maintenance and overlapping expenses which I have previously set out at paragraphs 31-40 in the variation of maintenance case of ***AL v NL*** Fam 194 of 2012 (Judgment dated 25 September 2020):

"31….. What is clear is that the Court, when considering an application to make or vary a child maintenance order in relation to X, must have regard first of all to his interests. Although the Court may then also consider the parents' circumstances, including any change in their circumstances since the Order, and specifically their responsibilities, needs, financial and other resources, actual and potential earning power and deserts of the parties, it must do so in the context of X's needs being put first.

32. The Grand Court in the Cayman Islands, in deciding whether to exercise its powers under s.21 and, if so, in what manner, when considering what is fair in all the circumstances of the case, traditionally may have regard not only to the matters set out in s.19, but also to the relevant factors raised in s.25(1) of the Matrimonial Causes Act 1973, and now s.3 of the Matrimonial and Family Proceedings Act 1984 in England and Wales. These factors may also be considered in a variation application made pursuant to s.23 of the Law. Similarly, when considering X's needs, the Court may have regard to:

(i) his financial needs;
(ii) his income, earning capacity and resources;
(iii) any physical or mental disability; and
(iv) the manner in which he is being, and the parties expect him to be, educated.

33. During the hearing I provided the parties with an extract from <u>*Butterworths Family Law Service*</u>*, Issue 90 ("Butterworths"). At paragraph [860]–[870] the authors, helpfully* *for the matter before me and for future cases brought in the Family Division and Summary Court, outline the approach for the Courts and for the attorneys to take in child maintenance applications; stating:*

> *"The court has to treat each case on its own merits and to do what it can to achieve a just result. Practitioners often do not go into these applications armed with sufficient information. Bringing up children these days is the most expensive business and, if at all possible, the applicant should bring to court calculations of what they have actually spent on the child during a preceding period, rather than simply taking the approach that the court can be asked to imagine or speculate upon the cost of maintaining the children. Obviously, it will be very difficult, often impossible, to show what proportion of heating, lighting and general household expenses is referable to the children, but some items such as clothing, footwear, school expenses, holidays, pocket money, travelling expenses and so on can be specifically calculated and, where possible, this should be done."*

34. In my judgment delivered on 7 February 2017 in AK v TK 39 of 2015 I opined that it was "important" that at the time of the divorce "the level of quality of lifestyle (for the children) in (a) party's home is not disproportionate to that which can be offered in the other". I recognised, when fixing a figure for periodical payments for the children, Mr. McGrath's submission in AK v TK, which was accepted by me and the Court of Appeal in that case, that there would 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 mother and the children, <u>but which enabled them to have adequate homes with both parents</u>.

35. When AK v TK went before the Court of Appeal, a comprehensive and guiding decision was delivered. Goldring P, at paragraph 37, made clear that the Court has a wide discretion in such cases and that any order does not have to be solely for a child's benefit, stating:

> *"The starting point of any analysis must be s.21(f) of the Matrimonial Causes Law (para. 7 above). By it, the court was obliged to make an "appropriate" order "for the benefit of the children." Those latter words seem to me to provide the judge with a wide discretion. They do not mean that the order has to be solely for the children's benefit. It is sufficient if it can reasonably be said of the order that it fulfils needs of the children which would otherwise not be met."*

36. The President then added at paragraph 37 in K v K that the following guidance concerning the approach to quantification given by Thorpe LJ in Re P (Child) (8) [2002] EWCA CIV 837 at paragraph 47 was consistent with the wording of s.21(f) of the Law, namely:

> *"[The issues of the home having been settled] the judge can proceed to determine what budget the mother reasonably requires to fund her expenditure in maintaining the home and its contents and in meeting her other expenditure external to the home, such as school fees, holidays, routine travel expenses, entertainments, presents etc. In approaching this last decision, the judge is likely to be assailed by rival budgets that specialist family lawyers are adept at producing. Invariably the applicant's budget hovers somewhere between the generous and the extravagant. Invariably the respondent's budget expresses parsimony. These arts have been developed in Matrimonial Causes Act claims, particularly where the budget is advanced to found the calculation of the price of the clean break. But it is worth emphasising the trite point that, by contrast, an order for periodical payments is always variable and will generally have to be revisited to reflect both relevant changes of circumstances and also the factor of inflation. Therefore in my judgment the court should discourage undue bickering over budgets. What is required is a broad common-sense assessment. What the court first ordains may have a comparatively brief life before a review is claimed by one or other party."*

37.…

38. At paragraph [871] in the extract from Butterworths the authors highlight that the Court should take into account that maintenance was for the child and not for the other parent and that each parent has a financial responsibility to meet the child's needs. The authors state that:

> *"…, solicitors representing the respondents to applications should for their part, bear in mind, especially that:*
>
> *(a) periodical payments for children are meant to be for the children. Accordingly, there should be no 'profit element' for the benefit of the custodial party;*
>
> *(b) it is clear from the statute that the cost of supporting and bringing up the child is not necessarily required to fall entirely on one parent. If both parents have resources the question before the court should be 'what contribution towards the total cost should be borne by the respondent?"*

39. In light of the above and of the change of the circumstances, 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.

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."*[8]

16. Thorpe LJ in ***Re P (Child: Financial Provision)*** [2003] 3 WLR 865 said, in a case where the child maintenance payments were being sought from the father, that a child was:

> *"entitled to be brought up in circumstances which bore some sort of relationship to the father's current resources and the father's present standard of living"* but that: *"the court must guard against unreasonable claims made on the child's behalf but with the disguised element of providing for the mother's benefit rather than for the child."*

The same sentiment is applicable where it is the father seeking the mother to pay child maintenance.

17. P is aged 14 and I have the jurisdiction to now make a new maintenance order which requires the mother to pay child maintenance. Such an order would replace the previous order that required the father to make such payments.

18. Section 22 of the Act under the heading "duration of periodic payments" provides:

> *"22. (1) Where an order is made under section 21 for periodic payments such order, unless varied by the Court, shall remain in force in respect of payments to a spouse, until the remarriage or death of such spouse and in respect of payments for the benefit of a child of the marriage until the death of such child or until such child attains the age of sixteen years:*
>
> > *"Provided that in the case of payments for the benefit of a child of the marriage, the Court may extend the period of such payments so long as the child is receiving education and is under the age of twenty-one years.""*

19. The parties request that the duration of the orders I make be until P reaches 16 years of age or ceases full-time education up to the age of 21, whichever is the later. They both understand that the amount of the order is open for review at a later date as the financial circumstances surrounding P may well change. Parents, like the present parties, who foresee their child going into tertiary education, frequently submit ancillary relief consent orders containing that later cessation date. This approach may reduce the need for the parties to come back to Court at a later date as the duration

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[8] My emphasis by underlining.

of a maintenance order will not need to be extended, although they may of course apply or submit a consent order to vary the level of maintenance as and when the relevant child's or either of parents' circumstances change. The move to a new education establishment and the likely increased costs of that would of course be a change of circumstances enabling an application to vary to be made and for the Court to consider ordering a different level of maintenance having regard to the family's financial situation at that time. When I make the above observation, I am conscious that in ***K v K*** CICA 3 of 2017, where the children were young and where it appeared that the husband informed the Court of Appeal that, at the time of the appeal, he did not agree with the ordered expiry date being until aged 21[9], Sir John Goldring P highlighted at paragraph 40 that the Court must exercise a discretion and added that in that case:

> *"If the children's education continues outside the Cayman Islands after they are 17, orders in their present form until 21 are not appropriate. However, that having been said, the orders can always be amended to reflect any changes in circumstances, whether by agreement or by application. I can see nothing presently to be gained by this court now interfering."*

The father's position

20. The father seeks an order for the mother to pay child maintenance of CI$2,200/month and an order that it be backdated to March 2026, which was in the month after the 2026 Judgment was made. As the father's relevant Summons had already been filed and issued by that date, the Court has the jurisdiction to make a backdated order. The father also seeks an equal split for the education (including homeschool expenses) and medical/dental child expenses not covered by insurance.[10] The father contends that the maintenance sought is:

> *"reasonable and necessary given the cost of living in the Cayman Islands, the child's needs, and the obligations associated with maintaining a stable and developmentally appropriate home environment."*

He adds that the sum:

> *"represents a reasonable contribution toward housing, general living expenses, and the additional costs associated with providing a structured school and development environment."*

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[9] A position which he had not taken at the hearing in the Grand Court.
[10] P remains on the father's health insurance policy.

These were not similar to any submissions that the father made when he was paying only $300/month maintenance or seeking an order to discharge his obligation to pay any maintenance.

21. The father indicates that his household expenses have increased by approximately 40% as a direct result of measures taken to ensure P's safety and well-being. He says that he had to relocate to a safer residential community in which P has settled. He said he had to acquire reliable transportation. He said he has had to retain and maintain dogs as they form a part of P's trauma response and emotional support system. He views the dogs as *"a critical component"* of P's trauma response emotional support system following the bullying instance that occurred at his previous school. He says that all of his expenditures are not discretionary but are necessary and reasonable. I have considered the father's contentions but there is no medical evidence indicating that P has any physical or mental disability. I accept that the bullying that he experienced at a previous school was damaging for him. However, he has been out of that setting for quite a while. At P's request, I had the opportunity to meet him in my Chambers prior to the child arrangements hearing heard in February 2026. I then found P to be an articulate and intelligent boy with a mental capacity of an average 15 to early 16-year-old. It was apparent to me that he was confident, did not have a mental disability.

22. The father contends that the procedural history and the litigation conduct of the mother and her previous attorney is relevant to the calculations that I must carry out in relation to child maintenance. He states that it is also relevant because of the adverse costs orders made against him. These are not relevant factors in determining the level of child maintenance. In fact, in the past the father challenged the requirement for him to make payments arising from the default costs orders at previous hearings and the judges who heard those challenges have dealt with that issue. However, if the monthly payments continue to be made, I recognise that the requirement for him to pay $600/month will probably last for at least another four years, so at least up until P has reached 18 years of age. With that in mind, as the amount is deducted at source from his salary as an attachment of earnings, his disposable income is reduced by that figure each month.

The parties' positions

23. It is agreed that following the variation in the child arrangements arising from the 2026 Judgment the Attachment of Earnings Order should have been, but was not, reduced by $300 to $600/month. It is agreed that all of the $300 payments deducted from the father's salary have been repaid in a

timely fashion to him by the mother via electronic transfer. Although there is no order requiring her to do so the mother has paid $250/month to the father as a part of her contribution towards the financial maintenance of P and to assist with transitional expenses associated with the revised residency schedule. The Court was informed that one of those payments was reduced by $50 because the mother had paid for a camp for P, but which P did not attend because the father had "grounded him". In her oral evidence and in her Affidavit sworn on 15 May 2026, the mother states that after the February 2026 Judgment she has continued to bear substantial direct expenses including P's full school fees ($1,332/month until the end of June),[11] full orthodontic costs totalling $3,250 and a share of uninsured medical and dental expenses. It is clear that when P was spending equal time in each parent's home, the mother's child related expenditure was much greater than the father's. Since the Judgment she has continued to pay the 'big ticket' child expenses and she voluntarily provided an additional $250. I am satisfied that the mother has made substantial financial contributions (which can be characterised as being a form of maintenance payments) towards P's care between March 2026 and the date of this hearing. The mother has done this at a time when P's education expenses were greater than the education figure now applicable when determining the quantum of P's financial needs. Although the $250 monthly payment figure is lower than the maintenance order that I make today, having all of the above in this paragraph in mind, **I do not feel that it would be appropriate for me to now make an order backdating the maintenance order that I make today.**

24. The mother rightly highlights that the father's claimed figure includes a variety of household and personal living expenses which are not solely attributable to P. She is right to say that a maintenance assessment should distinguish between P's reasonable needs and the father's independent financial obligations. However, as highlighted in paragraph 16 above, some expenses overlap and a percentage of those can be included in the calculations to arrive at a fair maintenance figure.

25. The mother highlights the parent's agreement that P will, from September 2026, be homeschooled with enrolment in the Florida State virtual online program. The cost of that is CI$415-CI$500 per course. There are a minimum of four core courses per term, giving a total of 12 courses per year. Averaged out over the year the estimated monthly school fees could be CI$500 per month. The

[11] At the February 2026 child arrangements hearing the mother had informed the Court that P's school fees had been CI$1,608/month. She said that when P changed school the fees reduced to $1,332/month. The father's contribution to these fees was only $300/month.

father accepts that the mother has better knowledge than he about that cost and her core module cost figures are not challenged. The mother contends that P's extra curriculars average out between CI$200-CI$300 per month and therefore the total estimated education related costs for the upcoming academic year should be approximately CI$700 to CI$800 per month. The father characterises this extracurricular as also being non-core elements of the home schooling. He states that one is physical education which includes P's basketball and general fitness training. The figure for that he put at $150/month for 10 months. The next is P's second language option, namely sign language, which he estimates will cost $100/month for 10 months. The third is music which the father estimates will cost $100/month for 10 months. The father states that there will be no costs for the teaching of Spanish, It and Tech and of social studies as he will be conducting that. Therefore, the father and the mother's figures are similar for both the core and non-core/extracurricular activities. The mother is willing to pay the full home school fees and extracurricular activities up to a total of $800 per month. She rightly states that the payment of school fees should be considered as being a form of child maintenance payments. She states that any amount over $800 for these education expenses should firstly be agreed by the parents and then secondly be shared equally between the parents. The father agrees to the above arrangements. **Therefore, I make, as a part of the maintenance provision, an order that the mother pay for P's home schooling and related extracurricular activities up to a total of $800/month as and when they fall due. If the total amount exceeds $800/month, the parties must consult and agree about any such increased expenditure, and they are to be equally responsible for paying any sum over $800 per month. The procedure the parties should follow if there are excess amounts is set out in paragraph 37 below.**

26. The mother contends that each party should equally share P's uninsured medical and dental expenses (excluding orthodontics which she says have recently been fully discharged). She adds that each parent should be responsible for routine day-to-day expenses for P during their respective parenting time, including food, transportation and incidental costs.

The father's income and outgoings

27. The father is a government employee. He has provided 12 months of Earning Statements from his employer from August 2025 to July 2026. In his affidavit evidence, the father correctly says that his monthly income is $4,426/month. He states that he also earns commissions averaging CI$416.67 per month bringing his total monthly income to $4,842.67. His pay statements for the

last 6 months confirm that his regular monthly gross income is $4,426 per month[12]. From his salary, $900 is withdrawn at source for the attachment of earnings order, $5 is deducted from his Civil Service Association fee and $100 is deducted to pay into the Credit Union. As the $300 maintenance order is being dismissed, if one includes the average commission figure, his average net income after deductions will be $4,137.67 (including the Credit Union debit) $4,237.67 (excluding the Credit Union debit). The Credit Union payment is not for a loan and is simply a savings payment and therefore I treat this as voluntary payment **and I find that the father's true net income is $4,237.67.**

28. The father consistently states in his relevant affidavit evidence that the projected monthly expenses for the household containing himself and P is $5,385. He submitted in his affidavits that there is a monthly deficit of $542.33 which he sustains by using funds in his Credit Union savings and from pension withdrawals. After his oral evidence these figures changed. The below is a list of his monthly outgoings set out in his affidavit (Table1) but added to in his oral evidence (Table 2) when I suggested to him that he may have additional heads of outgoings he may wish me to take into account when calculating his disposable income. In his evidence he failed to distinguish between child related and personal expenditure and he did not set out what percentage of the overlapping expenses should be attributable to P. As he has not done that, in the last column in the two tables below I have determined what the overlapping expense and total attributable to P should be.

Table 1

	ITEM	COST CI$	OVERLAPPING EXPENSEES & TOTAL ATTRIBUTABLE TO P
1	Rent	3,300	35% - $1,155
2	Electricity	300	30% - $90
3	Water	60	30% - $18
4	Groceries[13]	800	50% - $400
5	Dogs	125	50% - $62.50
6	Vehicle	100	30% - $30
7	Legal fees deductions	600	0% - $0
	TOTALS:	$5,285	$1,755.50

[12] Figure rounded down.
[13] In his oral evidence the father increased the figure for groceries to $800/month from the $600/month figure set out in his Affidavits. The mother understandably did not challenge the reasonableness of that increased figure.

Table 2

	ITEM	COST CI$	OVERLAPPING EXPENSES & TOTAL ATTRIBUTABLE TO P
1	Clothing ($100/Quarter)	33	100% - $33
2	Sports equipment ($200/annum)	16	100% - $16
3	Phone (father's)	125	0% - $0
4	Child's allowance $100/3months	33	100% -$33
5	Birthday gifts for P's friends ($100/annum)	8	100% - $8
	TOTALS:	$215	$90

Total Outgoings Item Costs are CI$5,500 & Overlapping Expenses to P are CI$1,845.50

The school-related expense entry for $300 per month set out as an outgoing in the father's Affidavits has been removed from the above Table 1 as the father confirmed in Court that this outgoing was the already suspended $300 maintenance/school fees contribution order which I am dismissing today.

29. The figures given by the father for his outgoings on the whole seem reasonable and were not challenged as being accurate. The mother remarked on the monthly rent figure of $3,300 and questioned why a lease for a 3-bedroom property had been taken out in May 2025 and renewed in May 2026. The father moved into that property in May 2025, and he has recently renewed his lease. I note that in her Affidavit sworn on 16 December 2025, which was before the change in the child arrangements, the mother contends that the father's *"financial constraints are self-inflicted"* and she states that it was the father's choice to increase his outgoings by renting a 3-bedroom property for two people and by acquiring 4 dogs. P seems settled in the property. Although the mother's rented property is only a 2-bedroom property she pays around $2,900 per month and she has resided there for 5 years. The father arguably may not really need a three-bedroom property and he may have to later make decisions about the feasibility of that accommodation in the longer-term. The rent obligation apart, the rest of his outgoings are on the conservative side.

The mother's income and outgoings

30. The mother has provided 18 months of payslips. Her gross pay is currently $8,636.92 per month and, after pension deductions, her net pay is $8,091.44. The mother is employed in construction development.

31. The mother did not provide written evidence relating to her outgoings. At the hearing I gave her the opportunity to provide figures about her outgoings to enable me to make an informed decision about her disposable income. The below schedule sets out what the mother told the Court at the hearing about her outgoings.

OUTGOING/ITEM	Monthly CI$
Rent	2,900
Groceries	600
Electricity	200
Water	50
Hairdressing	100
Mobile phone	120
Entertainment/eating out	100
Clothing	40
Shoes	40
Vacations with child	750
TOTAL:	**$4,900**

Conclusions and orders

32. When one considers the mother's outgoings, I recognise that historically she has been the parent who has paid all of P's substantial private school fees, albeit with a $300/month maintenance contribution from the father. **Moving forward she has agreed to cover P's education expenses which averaged out over 12 months should not be in excess of over $800/month and I make an Order, by consent, that she makes those payments.** From the figures provided by the parents it appears that P's day to day needs require expenditure of CI$2,645.50 ($800 education expenses and $1845.50 overlapping and total costs attributable to P as set out in Table 1 and Table 2 at paragraph 29 above.

33. If both parents were to pay 50% towards the amount needed to be expended to meet P's needs, they would both be paying $1,322.75. Where there is a disparity of income at the level seen in this case where there appears to be no disposable income, it is not unusual for one parent to take on the greater financial role for a child.

34. I am conscious that over and above the education costs, the mother is the person who primarily pays for P's clothing and sports equipment. I am also conscious that P will be spending considerable time in her household and that she will be solely responsible for his care and meeting his needs at those times. **Having regard to the above figures, I find it appropriate to make an Order for the mother to pay child maintenance to the father in the sum of $923 per month. The payments are to be made by or on the 1st day of each month with the first payment being by or on 1 August 2026**. This rounded up figure amounts to 50% of the overlapping and total costs attributable to P. However, it is more than 50% when one includes the education costs, which, as I have already highlighted are viewed as being a type of child maintenance payment. She will likely be paying an average total of $1,723 per month, which is about 65% of the above figure of CI$2,645.50.

35. **P will remain on the father's health insurance policy, but both parties will contribute 50% towards all reasonable medical, optical and dental expenses for P which are not covered by the father's medical insurance policy**. The mother, by consent, will continue to solely pay for all orthodontic expenses not covered by insurance. The party advancing payment for the above medical, optical and dental expenses shall provide receipts to the other party within 14 days of payment and reimbursement shall be within 14 days. Save in a health emergency/urgent medical treatment situation, if a party seeks to spend more than $500 on an invoice, they must first consult with the other party. If a party can see that health payments may be in excess of $500 in a particular month, then they should warn the other party and try to seek their consent to that expenditure. If they fail to do that, there may be an argument that the expenses were not reasonable. However, a party should not withhold their consent to reasonable required health expenditure for P even if the monthly $500 threshold may be exceeded.

36. In relation to any education expense in excess of the $800 figure which the mother will on average be paying each month, the same procedure as set out in paragraph 36 above applies. However, the figure is reduced from $500 to $300.

37. As the parties told me during the hearing that they wished the Court to order the child maintenance orders to remain in existence until P reaches 16 years of age or up to the age of 21 if he is in full time education (whichever is the later) I, by consent, make that the cessation date for the Orders set out in paragraphs 26, 33, 35-37 above.

Costs

38. I make no order as to costs.

Honourable Mr. Justice Richard Williams
JUDGE OF THE GRAND COURT