

IN THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE

Antigua and Barbuda

Claim No: ANUHMT2015/0130

BETWEEN:

PEACH HALLPIKE-HODGE

Petitioner

and

EURELL HODGE

Respondent

Before:

Justice Jan Drysdale

Appearances:

Cosbert Cumberbatch of counsel for the Petitioner

Stacy-Ann Saunders-Osborne of counsel for the Respondent

2022: February 7th

March 17th

DECISION

[1] The matter for consideration concerns two applications for the variation of a maintenance order with respect to the minor children of the marriage.

[2] On 7th March 2017 Justice Lanns as she then was made the following order:

1. 'Mr. and Mrs. Hodge shall continue to share joint custody of the three children of the marriage, namely Ethan Hodge, Gabrielle Hodge and Akayla Hodge. All decisions relevant to and relating to the health, education, travel and general maintenance of the children, not including the routine physical check-ups and arrangements for after care services or extra lessons/classes, shall be taken jointly only on agreement between the parties.
2. The children are to continue to reside with the Mother; the Father shall have physical custody, care and control of the children from Friday's after school to Sundays at 6.00pm when school is in session; during the school vacation, the Father and Mother share physical custody of the said children of the marriage equally. Further on weekends that the Mother is attending classes until evening. The Father shall have custody of the children until the Mother's classes are finished for that evening.
3. Mr. Hodge, shall now pay to Mrs. Hodge the monthly sum of \$1,500.00 for the support and maintenance of the three children of the marriage namely Ethan Hodge, Gabrielle Hodge and Akayla Hodge until they attain the age of 18 years or complete their education whichever comes first. Payments are to be made at the Law Offices of Cumberbatch & Associates, Chambers, Upper Long Street, St. John's, Antigua beginning on the 1st day of April 2017.
4. The responsibility for the payment of the school fee for the child Akayla Hodge is to be shared between Mr. Hodge and Mrs. Hodge. Mr. Hodge shall continue to pay two thirds (2/3) and Mrs. Hodge shall continue to pay one – third (1/3) of the school fee for the said minor child, Akayla Hodge.
5. Mr. Hodge and Mrs. Hodge shall continue to share equally the cost or any cost incurred for after class or extra lessons for the children of the marriage.

6. Mr. Hodge shall continue to keep the children covered by medical insurance and is responsible for 100% medical expenses incurred by the children.
7. The cost of extracurricular activities is to be borne by the parent who registers the child or children in the said activity.
8. Mr. Hodge shall pay to Mrs. Hodge spousal support of \$500.00 per month for a period of two years beginning on the 1st day of April 2017. Payments are to be made at the Law Offices of Cumberbatch & Associates.
9. Each party shall bear his/her own costs.
10. The parties are at liberty to apply for directions or otherwise.'

[3] On 13th May 2021 Mrs. Hodge applied to this Court to vary the terms of the maintenance order. Her claim was grounded on the assertion that the sum of \$500.00 per minor child was no longer sufficient to support the children namely Gabriella and Akayla Hodge. She therefore petitioned the Court to increase this sum to \$750.00 per child per month. She also alleged that Mr. Hodge owed monies on the existing order of 7th March 2017. She therefore sought the following orders:

'1. An order that the Defendant pays the monthly sum of \$1,500.00 per month for the support and maintenance of Gabrielle and Akayla Hodge until they attain the age of 18 years or complete their education whichever comes first.

2. An Order that the Defendant/Respondent pay the amount of fifty per cent of the cost of school uniforms, school supplies, book and accessories for each of the children, Gabrielle and Akayla Hodge.

3. An Order that the Defendant/Respondent shall have custody/visitation of the children, Gabrielle and Akayla Hodge on alternate weekends from Friday at 6:00p.m. to Sunday at 6:00 p.m. and that the holidays between the Applicant and the Respondent be shared only during the summer holidays and not on all vacation days.

4. That the Respondent pays up the outstanding balances for doctor's care (medical), classes and maintenance fees.'

[4] In support of this application Mrs. Hodge detailed her expenses as follows:

Food and Groceries	\$1,800.00
Mortgage	\$1,429.00
Loan (Credit Union)	\$ 646.79
Credit Card	\$ 266.24
Gas	\$ 600.00
Cell Phone	\$ 100.00
Phone/Internet	\$ 200.00
House Insurance	\$ 300.00
Life Insurance	\$ 143.00
Vehicle Insurance	\$ 137.00
Utilities	\$ 430.00
Cable TV	\$ 145.48
School Fees Akayla	\$ 87.50
College fees Abigail	\$ 56.00
University – Peach	\$ 500.00
Townhouse Furnishing	\$ 200.00
Miscellaneous	\$ 150.00
TOTAL	\$7,191.01

[5] She alleges that owing to the deficit between her income and expenses that she is reliant upon her brother who lives in the United States. She contends further

that Mr. Hodge who earns in the region of \$10,000.00 should be made to pay the \$750.00 for each of the minor children.

- [6] On 13th September 2021 Mrs. Hodge filed a supplemental affidavit setting out the school fees for herself and the two minor children. For Gabrielle she now alleges that her contribution to the school fees are \$667.00 per term or \$223.75 per month. As it relates to Akayla, she asserts that her school fees are now \$1,950.00 per term for which she pays \$650.00 per term or \$216.75 per month. She also claims to continue pursuing a marketing degree at the University of the West Indies with an attendant cost of \$6,750.00.
- [7] A further affidavit was filed on 29th October 2021 in which Mrs. Hodge claimed reimbursement for dental work for Gabrielle. She asserted that the cost of the same was \$8,000.00 from which she had paid the sum of \$4,800.00. However, only three receipts totalling \$1,800.00 were attached to that affidavit.¹
- [8] On 11th November 2021 Mr. Hodge countered by filing his own application to vary the existing order of the court. Specifically, he sought relief as it concerned the requirement to pay 2/3 of the school fees for Akayla effective September 2021. He deposed to an affidavit which was meant to support his application and to respond to the application of Mrs. Hodge wherein he agreed with Mrs. Hodge's request to pay the aggregate sum of \$1,500.00 for the minor children, Gabrielle and Akayla Hodge. However, he opposed the remaining orders sought by Mrs. Hodge.
- [9] He contended that although the existing order expressly provided that all decisions concerning the education of their minor children were to be made jointly, that for no apparent reason and without any consultation Mrs. Hodge removed Akayla from her school and from September 2021 enrolled her in the Christ The King School.

¹ A receipt of \$300.00 was attached to the affidavit dated 13th September 2021

[10] He also contended that he currently lives with his ageable mother and is now in the process of attempting to construct a home for himself. He states that he earned the sum of \$12,750.00 per month and that he also earns an allowance of \$1,500.00 per month. However, after taxes his net income is \$12,240.00. From this his expenses are as follows:

Tithes and Offering	\$1,700.00
Contribution for Mother's Upkeep	\$ 500.00
Medical Insurance	\$ 698.96
Credit Card Payments	\$ 270.00
Fuel for Motor Vehicle	\$ 814.41
Motor Vehicle Insurance, Licensing, Registration and Maintenance	\$ 143.08
Maintenance for Camille Hodge	\$ 500.00
Maintenance for Gabrielle and Akayla Hodge	\$2,465.00
CFCCU College Fund for Camille, Gabrielle and Akayla Hodge	\$ 300.00
CFCCU Vacation an Education Loans	\$ 950.00
Groceries	\$1,305.46
Water Delivery	\$ 133.33
Mobile Phone	\$ 155.00
Online Subscription for math and Language	\$ 29.21
Medical Dental and Vision	\$ 50.00
Miscellaneous	\$ 68.16
TOTAL	\$10,132.61

[11] Mr. Hodge contends that given his expenses and his sacrifice to make the payment of \$1,500.00 for their now two remaining minor children that he is not in a financial position to pay 50% of the cost of school uniforms, supplies, books and accessories for the children.

[12] He denied being indebted to Mrs. Hodge for medical expenses, classes and maintenance fees as alleged and submitted his record of contribution for the children. He also stated that the expense for dental and school fees that Mrs.

Hodge is now seeking compensation for all arose after the filing of these proceedings and were done without his consent.

[13] Mr. Hodge contends that Mrs. Hodge removed Akayla from Grace Academy after she completed grade 5, one year prior to her scheduled completion. This meant that Akayla was deprived of completing grade 6 and writing the National Assessment Examinations. This is particularly important as Akayla who is an excellent student was on target to do well in those exams and would have been able to attend a top government secondary school. Further their two older children being Ethan and Gabrielle both wrote the National Assessment Examinations and attended top schools and it was expected that the same would result for Akayla. However, Mrs. Hodge in breach of the order of the Court disregarded his expressed concerns and objections thereto which was documented in a legal letter to Mrs. Hodge and unilaterally withdrew Akayla from the school and enrolled her in a private school. The tuition of that school is the sum of \$1,950.00 which makes a 2/3 contribution the sum of \$1,300.00, almost double the \$700.00 he was paying for Akayla at Grace Academy.

[14] He also disputed Mrs. Hodge's request that the order of visitation be reduced to every other weekend asserting that she had not provided any basis to support this relief sought.

[15] Therefore, he asks that the Court order that he pay the sum of \$1,500.00 per month for the two minor children but dismiss all other elements of the application filed by Mrs. Hodge.

[16] Mrs. Hodge responded with a final affidavit filed on 4th February 2022. She highlighted that Gabrielle was 17 years old and posited for that reason it would be futile to dictate to a young woman who had completed State College to visit her father. Further that the dental expenses for Gabrielle was in fact \$8,500.00 and that she had paid the sum of \$1,600.00. She then counters the suggestion that Mr. Hodge was unable to pay the increased school fees for Akalya refereeing to his salary and his payments of tithes and offering. She deposed that given Mr.

Hodges substantial income that he should be made to contribute 50% of the school related expenses.

The Evidence

Mrs. Hodge

- [17] Mrs. Hodge testified that she worked at Anjos and earned a salary of about \$5,000.00 per month. She also supplemented her income by working at Brownies from which she typically received \$300.00 per month. When available she also did push (advertising) sales and earned \$100.00. She explained however that since the onset of Covid 19 that she had not done any push sales. Mrs. Hodge agreed that her income today is higher than when the initial order of Justice Lanns was made. She also agreed that her expenses at that time were the same as they are today.
- [18] The witness agreed that she qualified for and obtained a loan from the Credit Union in 2020. That in order to do so she had to prove that she had disposable income. She also agreed that the hire purchase expense was expected to be completed within a year.
- [19] In relation to her expenses she disagreed that the amounts quoted for gas and utilities were higher than average and justified the same by explaining that she had to make numerous trips between her children schools and activities and her employment. Regarding the utilities she explained that her water bill was higher as she usually filled her cistern.
- [20] Mrs. Hodge agreed that she obtained a subsidy from the Government for school uniforms and books. She stated however that the subsidy only covered one uniform. Regarding the expenses for schoolbooks and other such expenses she agreed that she had not supplied the Court with any receipts for the same.
- [21] Regarding the medical expenses claimed, Mrs Hodge agreed that the dental expenses for Gabrielle were incurred after the filing of the proceedings but attempted to justify this by stating that this was an expense that she had incurred. She insisted that she had paid the sum of \$4,800 for these expenses

notwithstanding contrary evidence in her various affidavits and receipts only totalling \$1,800.00. She denied that her insurance covered \$3,000.00 of those costs, stating that her insurance declined to do so on the basis that this was not part of her policy.

[22] Mrs. Hodge admitted that she had received a letter from then counsel for Mr. Hodge expressing his disagreement and opposition to transfer Akayla out of Grace Academy. She nonetheless stated that decisions concerning the welfare and education of the minor children were not joint decisions and maintained this position even in the face of the existing order being read to her.

[23] Finally, Mrs. Hodge disagreed that the reason for the application was simply because she felt that Mr. Hodge was making more money than her and therefore should be made to pay more.

Mr. Hodge

[24] Mr. Hodge though agreeing to continuing paying the sum of \$1,500.00 per month for the two minor children challenged the claim of Mrs. Hodge to limit his access to or to or change any custody arrangements with respect to them. He strenuously argued that as a father and a person with a background in psychology that he was uniquely aware of the importance of a father in the lives of children. Further, he loved his children and Mrs. Hodge had not offered any explanation for petitioning the Court in this regard.

[25] He agreed that he should contribute to the payment of Akalya's school fees and stated that up to the point when Akalya was in Grace Academy that he consistently paid the same. He explained that when Mrs. Hodge in the face of his expressed disapproval removed Akayla and transferred her to a private school which had the resultant effect of almost doubling his portion of the school fees he stopped paying the same as he did not want it interpreted that he agreed with that decision. He reiterated that it was his expectation that in a year Akalya would have succeeded at the National Assessment Examinations and would have been in attendance at a top Government School. This would mean that he

would no longer have those costs to bare. This would have been timely as this would have coincided with Gabrielle being at University and him being responsible for payment of fees for her.

[26] In explanation of why he wanted a variation of the existing order, Mr. Hodge stated that he has 5 children 3 with Mrs. Hodge. That it was his expectation that by June 2022 any school fees would be over as Akayla would now be attending a public secondary school. This would allow him to start building his house. That he had no expectation that Mrs. Hodge would move Akayla to a more expensive school. That he had also incurred significant debt and that he was attempting to pay those debts off.

[27] He explained that he had not made any payments for Gabrielle's dental expenses as those arose after the filing of Mrs. Hodge's application for variation. That further when this issue arose, he asked Mrs. Hodge to delay this as this was not urgent. Once again Mrs. Hodge disregarded his opinion and on her own volition went and incurred these recent expenses.

[28] He denied being indebted to Mrs. Hodge for any medical expenses stating that he had always paid the same and that he had documentary evidence to that effect.

[29] When challenged on his payments of tithes he stated that it was not possible to prove this as this was paid in cash. He refused the suggestion that Mrs. Hodge was not aware of the accounts at the Credit Union and suggested that they were created during the course of the marriage. He also stated that these accounts are for the future university education of the children and that to stop payments into them would result in a significant penalty and thus would be detrimental to the children.

[30] Mr. Hodge agreed that when the initial order was made, that he was making significantly less than today. He however insisted that he was unable to contribute to what Mrs. Hodge as requesting of him.

[31] Finally, when asked by the Court about the letter from his then attorney concerning his disagreement to transfer Akayla to another school and the statement that “Akayla will certainly get the opportunity to attend Christ the King Secondary School upon her successful completion of her National Common Entrance Examinations’ he stated that this was an error which he observed after the fact. He insisted once again that he was unable to afford the payment of private school fees for Akayla for the next five years.

Issues

[32] The issues to be considered are as follows:

- i. Whether the existing order should be varied to mandate Mr. Hodge to pay half of the school uniforms, books and accessories of the minor children.
- ii. Whether the existing order should be varied to reduce the access that Mr. Hodge has to the two minor children as proposed by Mrs. Hodge.
- iii. Whether Mr. Hodge is indebted to Mrs. Hodge for medical expenses, classes and maintenance fees.
- iv. Whether the existing order should be varied to so that Mr. Hodge is not required to pay 2/3 of the school fees for Akalya Hodge with effect from September 2021.

Analysis and Law

Whether the existing order should be varied to mandate Mr. Hodge to pay half of the school uniforms, books and accessories of the minor children

[33] This was a highly contentious issue between the parties resulting in Mr. Hodge filing an application asserting inter alia his inability to pay 50% of the school uniforms and the like for the two minor children.

[34] Sections 15(4) and (8) of the Divorce Act are instructive in providing the factors that the Court should consider in determining this issue. These sections are contained below and state:

‘(4) Before the court makes a variation order in respect of a support order, the court shall satisfy itself that there has been a change in the condition, means, needs or other circumstances of either former spouse or of any child of the marriage for whom support is or was sought occurring since the making of the support order or the last variation order made in respect of that order, as the case may be, and, in making the variation order the court shall take into consideration that change.’

(8) A variation order varying a support order that provides for the support of a child of the marriage should

(a) recognize that the former spouse have a joint financial obligation to maintain the child; and

(b) apportion that obligation between the former spouses according to their relative abilities to contribute to the performance of the obligation.

[35] The issue of payment of school uniforms and books and accessory is a new issue, never having previously been featured in the consent order of the parties in 2015 or the existing order of 2017 which was largely a repeat of the 2015 order. This may very well be because the 2017 application concerned a request to increase the sum for the maintenance of the then minor three children and a request for spousal support for Mrs. Hodge.

[36] In support of this claim Mrs. Hodge avers that ‘the sum of \$500.00 per month per child has now become inadequate in respect of the children Gabrielle and Akayla Hodge.’ No other information on the cost of school uniforms, books and or accessories as claimed by Mrs. Hodge has been provided in support of her claim. Also, of interest is Mrs. Hodge’s admission on cross examination that she receives a Government subsidy for the children for books and uniforms. Although Mrs. Hodge was quick to clarify that under that program she only received one uniform (per child) this was never featured in any of her four affidavits.

[37] Mrs. Hodge also admitted on cross examination that her salary increased since the existing 2017 order was made. She also admitted that her expenses had remained the same since that time.

[38] In light of the above I find that Mrs. Hodge has failed to satisfy the test of that there has been a change in the condition, means, needs or other circumstances of any child for whom support is sought.

Whether the existing order should be varied to so that Mr. Hodge is not required to pay 2/3 of the school fees for Akalya Hodge with effect from September 2021.

[39] Subsequent to the filing of Mrs. Hodge's application for variation, Mr. Hodge filed an application to vary the existing order seeking in effect a discharge of his obligation to pay 2/3 of the school fees for his daughter Akalya. The premise of Mr. Hodge's argument is that Mrs. Hodge contrary to his expressed objections and in contravention of the existing order made the unilateral decision to remove Akalya from her school and re-enrol her in a more expensive private school. The effect of this was not only to substantially increase the associated school fees and by extension his financial responsibility but also to put an added financial stress on him as in a year Akalya being a top performer would have attended a top government school for which there are no associated school fees. He suggests that this would have been timely as the monies that he would have been paying for Akalya would now be transferred to their other child who would be soon attending university. Mrs. Hodge counters that Mr. Hodge is being disingenuous in his suggestion that he is unable to pay \$1,300.00 per term for the education of his daughter Akalya regard given to his significant salary and some of the unproven expenses that he has highlighted in his application.

[40] I pause here to note that the relationship between the parties is at best strained. It is clear that there is much bitterness and strife between the parties and that they do not communicate with each other save usually through legal letters. Further that Mrs. Hodge has no regard for any of Mr. Hodge's rights and

effectively disregards them. I was particularly disappointed in Mrs. Hodge's continued insistence in the face of the very clear terms of the order that she had the ultimate authority to make decisions concerning the children. I was also appalled at the affidavit of Mrs. Hodge that Gabrielle because she was now 17 years of age and almost an adult could not be made to visit her father. All of this is quite unfortunate as the best interest of the children is not the central focus as it ought to be.

[41] Returning to the issue at hand, although Mr. Hodge vehemently protests having to pay the increased fees, I have taken cognisance of the letter dated 18th May 2021 which Mr. Hodge instructed his then attorney to write Mrs. Hodge on the subject of Akayla's transfer. Of note is the following statement:

'Moreover, Akayla's school performance is extremely good, she is one class away from writing examinations to enter secondary school and for various other reasons taking her from her school environment at this time is certainly not within the best interest of the child. **Akayla will certainly get the opportunity to attend Christ The King Secondary School upon her successful completion of her National Common Entrance Examinations.**' (emphasis mine)

[42] Despite Mr. Hodge's protestations, it is clear that although he did not consent to Akayla being moved at this time that he clearly contemplated and agreed that Akayla would get the opportunity to attend that school upon her successful completion of her National Common Entrance Examinations. Mr. Hodge would have been aware that this decision would have resulted in consequential increased costs for Akayla's school fees.

[43] I am also mindful of the order of the Court that stated that 'all decisions relevant to and relating to the health, education, travelling and general maintenance of the children...shall be taken only in agreement of the parties.' Mrs. Hodge therefore despite her opinion of Mr. Hodge cannot disregard the order of the court and make any such decisions with financial consequences that affect in large Mr. Hodge who bears 2/3 of the cost for Akayla's school fees.

[44] Further I am of the considered belief that if Mrs. Hodge was financially strapped as she claimed that she would not be in a position to bear the increased cost of Akalya's education which represents a cost of more than double what she was accustomed of paying. Clearly Mrs. Hodge would have known that even if she was only to continue to bear 1/3 that her contribution would have increased significantly.

[45] The fact that Mrs. Hodge was recently able to obtain a loan from a financial institution also casts serious doubts on her claim of being financially challenged and dependant on others. This approval is indicative that Mrs. Hodge was deemed a good risk for that financial institution who verified that she was in a position to meet that commitment.

[46] Therefore having regard to all of the circumstances I am of the considered belief that Mr. Hodge should not bear the increased cost of Akalya's school fees for the school year 2021 to 2022. Further having regard to the provisions of the Divorce Act that provides that the parties shall have joint financial responsibility to the minor children, Mrs. Hodge's increased salary and admission that her expenses have not changed, the admission of Mr. Hodge that Akalya would get the opportunity to attend that school after performing at the National Examinations that those school fees should be borne equally by the parties from September 2022.

Whether the existing order should be varied to reduce the access that Mr. Hodge has to the two minor children as proposed by Mrs. Hodge.

[47] Mrs. Hodge has petitioned the court to vary the existing order which permitted physical custody of the minor children from Friday after school to Sunday 6p.m. when school is in session and equally during vacations to allow Mr. Hodge custody/visitation on alternate weekends and shared visitation only during the summer holidays. However, none of the several affidavits filed by Mrs. Hodge in any way elucidated the basis for this request. In fact, the singular focus of Mrs.

Hodge's various affidavits seemed to concern financial matters rather than visitation and access. It is the duty of Mrs. Hodge to set out her case concerning any change in circumstances that she desires the court to take cognisance of. This is in keeping with section 24 of the Divorce Rules 1998 which states that an application for variation requires that 'particulars of current custody and access arrangements and of any proposed change' be set out in an affidavit. Mrs. Hodge has not complied with this very basic duty and as such there is nothing before the Court upon which the discretion to vary the existing order to that proposed by Mrs. Hodge can be contemplated.

[48] Moreover this Court is mindful of section 15 of the Divorce Act which provides that '[i]n making a variation order varying a custody order, the Court shall give effect to the principle that a child of the marriage should have as much contact with each former spouse as is consistent with the best interests of the child.'

[49] In light of the requirements of the law, the best interest of the children and the failure of Mrs. Hodge to comply with the duty to set out her case justifying a change in circumstances, the Court is of the considered opinion that Mrs. Hodge has not met the threshold for a variation of the existing order in this regard.

Whether Mr. Hodge is indebted to Mrs. Hodge for medical expenses, classes and maintenance fees.

Classes and Maintenance Fees

[50] The issue of whether Mr. Hodge is indebted to Mrs. Hodge for classes and maintenance fees can easily be disposed of as the evidence regarding this assertion is non-existent. Save for this bald assertion Mrs. Hodge simply has not proven her case.

Medical Expenses

[51] The claim for medical expenses revolved around the orthodontic expenses incurred for the minor Gabrielle. Mrs. Hodge in support of her claim submitted a letter from the medical practitioner detailing the reason why this treatment is

being recommended, the cost which was quoted to be the sum of \$8,000.00 and the method of payment. Mrs. Hodge also exhibited four receipts totalling \$2,100.00 although she claims to have paid the sum of \$4,800.00 thus far for the treatment.

[52] Mr. Hodge argues that the orthodontic expense was incurred subsequent to the filing of the application for variation. Mr. Hodge also argued that these expenses were done without his consent as he had expressly asked Mrs. Hodge to delay this non urgent treatment and she notwithstanding his expressed position Mrs. Hodge ignored him and incurred these expenses which he was now being asked to pay. He posits that for these reasons he was not indebted to Mrs. Hodge and should not be liable for these expenses.

[53] The application for variation of the existing order by Mrs. Hodge in which she claimed being entitled to was filed on 13th May 2021. The letter from the orthodontist upon which she relies is dated 10th July 2021. This letter expressed that payment in the form of instalment was to start after the installation of the upper brackets. Thus, it is clear that these expenses were incurred well after the filing of the claim. Thus, at the time of filing these proceedings these dental expenses not yet having been incurred were not due and owing by Mr. Hodge. Without making any determination on this I pause here to consider the evidence of sum paid for these medical expenses.

Mrs. Hodge alleges that she paid the sum of \$4,800 for orthodontic expenses. However, the evidence of payment by Mrs. Hodge does not support this contention. Mrs. Hodge has only been able to establish payment of \$2,100.00. Her last affidavit filed on 4th February 2022 however alleges that the dental treatment costs \$8,500.00 and the sum of \$1,600.00 was paid by herself and her insurance. Notwithstanding this Mrs. Hodge adamantly refuted any suggestion that the lion's share of the sum she claimed has been paid was in fact paid by the insurance. In any event the reality is that Mrs. Hodge despite all her assertions has only submitted 4 receipts amounting to \$2,100.00. I believe that this represents what thus far has been expended by Mrs. Hodge.

[54] In addition to these orthodontic expenses Mrs. Hodge suggests that Mr. Hodge is indebted to her generally for medical expenses. Once again Mrs. Hodge's application suffers from a deficiency of evidence. This contrasts with Mr. Hodge that provided detailed and multiple receipts of all his various expenses including medical expenses in relation to the minor children. Therefore, I believe that the sum in question is \$2,100.00.

[55] This having been said the sole issue as it concerns medical expenses is whether Mrs. Hodge is entitled to repayment of the sum of \$2,100.00. I appreciate that these expenses were incurred after the filing of proceedings. However, this does not negate the duty of Mr. Hodge to pay the same. The existing order mandates that Mr. Hodge shall keep the children covered by medical insurance and is responsible for 100% of the medical expenses incurred by them. Mr. Hodge has admitted to not paying anything towards the orthodontic expenses as he believed that they were not urgent and had requested that this treatment be delayed. Notwithstanding his posture towards this treatment the fact remains that pursuant to the existing order once the expenses are incurred that renders him responsible for its payment.

ORDER

[56] In light of the forgoing, it is hereby ordered that:

- i. The Respondent Mr. Hodge shall pay to the Applicant, Mrs. Hodge the sum of \$1,500.00 per month for the support and maintenance for the minor children, Gabrielle and Akayla Hodge.
- ii. The application to vary the visitation rights of the Respondent, Mr. Hodge is refused.
- iii. The application to vary the existing order to mandate that Mr. Hodge pay 50% of school uniforms, books and accessories for the minor children is refused.

- iv. That the parties shall equally bear the cost of Aklaya Hodge's attendance at Christ The King School from September 2022.
- v. Mr. Hodge shall pay Mrs. Hodge the sum of \$2,100.00 for the academic year September 2021 to August 2022 representing the school fees owed for Akala Hodge on or before the 30th day of August 2022.
- vi. Mr. Hodge shall pay Mrs. Hodge the sum of \$2,100.00 for medical expenses for the child Gabrielle Hodge.

Jan Drysdale

High Court Judge

By The Court

Registrar