

13/3/08

1 IN CHAMBERS
2 IN THE GRAND COURT OF THE CAYMAN ISLANDS

3 CAUSE NO: D116/2001

4 BETWEEN:

5 MYRENT ELECA FOSTER

Petitioner

6
7 AND:

8 ALAN ANTHONY FOSTER

Respondent

9
10 Before: The Honourable Madam Justice Levers

11 Appearances:

12 Counsels for the Respondent (Ms. Stacy J. Parke of Brooks and Brooks)

13 Ms. Foster in person

14

15

16 Heard: 3rd March 2008

17

JUDGMENT



18

19 Levers, J.

20

21 This is an application for the enforcement of arrears of maintenance. The
22 matter has had a long history and has been going on since 2001. I felt it was
23 important at this stage, in order to prevent the numerous applications, that a
24 written judgement is delivered quantifying the arrears.

1 It would appear that the Petitioner who is unrepresented and the Respondent
2 who was unrepresented till recently appear to have misunderstood the Order
3 and included several irrelevant matters in quantifying the arrears. The
4 Summons before me on this occasion asked for directions of this honorable
5 Court regarding maintenance arrears, an examination of the Respondent as
6 to his assets and for the sale of any of his assets and an attachment of
7 earnings Order and an enforcement of the Order and further and other relief.

8

9 I have on purpose not allowed cross examination for one simple reason,
10 maintenance has now been ordered to be stopped by the Honourable Justice
11 Henderson and he further ordered a sum of CI\$400.00 to be paid on the first
12 day of each month towards the previous arrears. The maintenance Order
13 was stopped on the 8th June 2005 as the child is cared for equally by both
14 parents. However the arrears were to be paid at CI\$400.00 per month and
15 all educational expenses were to be paid by the father and the medical,
16 dental, optical expenses were to be shared equally by the parties.

17

18 The applicant mother now quantifies the arrears at CI\$21,885.00 computed
19 as follows:

20

1 Total Maintenance CI\$4650.00
2 Total School Fees CI\$7,178.60
3 Total Health Insurance CI\$4,318.15
4 Transfer of Funds CI\$ 669.79
5 House Expenses CI\$5,049.65

6

7 I need now to examine each item to see if it is and can be described as
8 arrears of maintenance. Clearly the maintenance outstanding and the school
9 fees cannot be disputed. The Respondent endeavored to dispute them but
10 unfortunately he does not have the receipts to confirm payment and therefore
11 I cannot but accept the maintenance and school fees as stated by the
12 Petitioner.

13

14 Health Insurance has to be explained - the Applicant interpreted the Order of
15 Henderson J. to mean that it included the health insurance premiums. I
16 therefore do not allow the CI\$4,318.50 as there are no receipts to show that
17 the insurance did not cover any of the costs of the child's health expenses.
18 The Order does not speak of premiums and I cannot allow that.

19

20 Transfer of Funds too cannot be allowed - the claim is for monies that were
21 in a joint account. The Applicant alleges that the Respondent removed all the

1 funds without her permission. As I have explained to her, the matter cannot
2 be considered to be arrears of maintenance. Household expenses of
3 CI\$5,049.65 include maintaining the garden, the lawn equipment, the Court
4 fees in relation to arrears, advertisements etc cannot be allowed as
5 maintenance.

6
7 I therefore hold the sum outstanding as CI\$11,628. 50 and it is to be paid as
8 follows:

9 1. A lump sum of CI\$2,000 on or before the 30th April 2008;

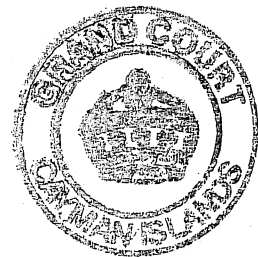
10 2. The balance to be paid at the rate of CI\$400.00 per month until
11 completion;

12 3. The payments are to be made through the Courts office and

13 No Order as to costs.

14 

15 Dated this 13th day of March 2008



16
17
18
19
20 Judge of the Grand Court