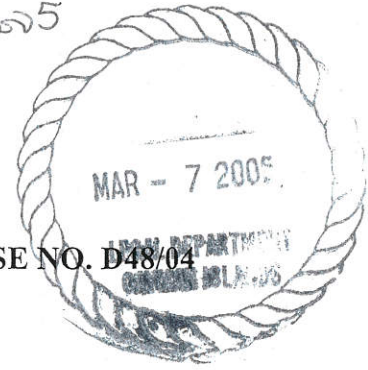


Feb 24, 2005  
Civil



CAUSE NO. D48/04

1 IN THE GRAND COURT OF THE CAYMAN ISLANDS  
2 HOLDEN AT GEORGE TOWN, GRAND CAYMAN

6 BETWEEN:

7 TIMOTHY CHRISTOPHER HUBBELL

PETITIONER

10 AND:

THELDA JULYNN HUBBELL

RESPONDENT

14 Appearances:

Mr. Phillip Boni of Truman Bodden & Company for the  
Petitioner  
Mrs. Sheridan Brooks of Brooks & Brooks for the Respondent

18 Heard:

February 23, 2005

21 Before:

The Hon. Justice Sanderson



JUDGEMENT

27 This is an application for interim relief regarding two issues. First, the respondent seeks  
28 interim maintenance in the amount of \$400 per month in total for her three infant  
29 children. Second, there is a dispute regarding access to the children, with the petitioner  
30 seeking visitation or access every week day evening from the end of school until  
31 7:30 p.m. The parties have agreed to share access on alternate weekends. I shall deal first  
32 with the question of interim maintenance.

34 It is not disputed that Mr. Hubbell pays the mortgage in the approximate amount of  
35 \$2,800 per month, school fees of \$1,122 per month and electricity, although the amount  
36 is disputed. It is stated by Mr. Hubbell to be \$650 per month and Ms. Brooks submits that

1 it is closer to \$400 or \$500 per month. The Petitioner also pays for water in the amount  
2 of \$250 per month, pool supplies of \$50 a month and garbage fees of \$8 per month. If  
3 one assumes the electrical bill of \$650 is correct, the total amount of his expenditure is  
4 \$4,880. These expenditures are for the benefit of Mrs. Hubbell and the three infant  
5 children who continue to occupy the matrimonial home.

6  
7 The petitioner earns approximately \$9,200 per month. After deducting the approximate  
8 amount of \$4,900 per month that he pays for the benefit of Mrs. Hubbell and the children  
9 in providing them with accommodation and utilities that leaves him \$4,300 per month to  
10 live on. He pays rent of \$1,800 per month plus utilities of approximately \$325 per month  
11 for a total expense of \$2,125. After deducting this \$2,125 from the \$4,300 that he has to  
12 live on, he is left with a total of \$2,175 to meet all other expenses including his food,  
13 insurance, clothing, and all other expenses.

14  
15 Mrs. Hubbell has an income of approximately \$3,075 per month for her and her three  
16 children to live on. She has prepared a list of expenditures per month that contains an  
17 item of \$780 per month for a garbage fee. That is obviously some type of mistake or  
18 error, because it is Mr. Hubbell who pays the garbage fees and any event it is  
19 approximately \$8 per month and not the amount stated. Mrs. Hubbell in her affidavit  
20 indicates that she requires approximately \$3,300 per month to get by. However, as  
21 previously mentioned, that includes an expense of about \$780 per month for garbage  
22 which as I have already stated is erroneous. Accordingly, Mrs. Hubbell has more than  
23 sufficient funds based upon her affidavit to meet the basic needs of her family. As I have

1 stated, she has \$3,075 essentially to feed, clothe and look after herself and her three  
2 children. Mr. Hubbell has \$2,175 to feed, clothe and look after himself. In these  
3 circumstances I think that is fair at least in an interim situation. Accordingly I order that  
4 Mr. Hubbell continue to pay the mortgage, school fees, electricity, water, pool supplies,  
5 garbage and household insurance in respect of the matrimonial property. The insurance  
6 is a disputed issue at the moment because there is currently no insurance in place.  
7 However, I direct Mr. Hubbell to pay that amount as it is in the interest of both parties  
8 that he do so. Accordingly, that will likely take his expenditures to an amount of \$5,000  
9 per month or more. He seems content to continue to do this. Accordingly the application  
10 for interim maintenance is denied, provided however that Mr. Hubbell pays the amounts  
11 that he has indicated he is paying and is willing to pay.

12

13 With respect to access to the children, the parties have agreed that there will be joint  
14 custody, that day to day care and control will rest with the mother. The parties have also  
15 agreed that they will have access on alternate weekends. The only dispute is during the  
16 week days. Mr. Hubbell has requested that he have access every day of the week from  
17 after school until 7:30 p.m. If this were granted, that would deprive Mrs. Hubbell of an  
18 equal time with the children in that the children would be returning home and then going  
19 to bed shortly thereafter; at least in respect of the younger children.

20

21 With respect to access I accordingly make the following order;

22 1. the parties shall each have access on alternate weekends;

1           2. the parties shall have an equal number of days access in the evenings for each  
2           month of the year. That is in the first week, Mrs. Hubbell will have access for  
3           three nights a week and the next week Mr. Hubbell will have access for three  
4           nights a week. This will give the parties approximately equal time with their  
5           children although marginally more to Mrs Hubbell in that she will have the  
6           children with her each evening.


7  
8       With respect to the Summons for Directions, I make the following orders;

- 9           1. the petitioner is to file an affidavit of means within 14 days from today;
- 10          2. the petitioner and respondent are to file reply affidavits within 14 days  
11          thereafter, that is within 28 days from today;
- 12          3. both the petitioner and the respondent are to file an exchange at the same time  
13          a list of documents and copies of documents within 28 days from today.
- 14          4. each parties shall be at liberty to call witnesses at the hearing of this matter  
15          provided however that party discloses its witness statement to the other party  
16          14 days prior to the hearing;
- 17          5. that each of the parties be available at the hearing for cross-examination;
- 18          6. that this matter be set down for hearing at a date convenient to counsel in May  
19          of 2005;

1           7. the request for a Social Services Inquiry Report is denied at this time. I feel  
2           that it is not necessarily advantageous to do so at this time;

3           8. the parties at liberty to apply in the usual way.  
4

5   Dated this 24<sup>th</sup> day of February, 2005  
6

7     
8   Sanderson, J.  
9   Judge of the Grand Court  
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