



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

ON THE 31ST MARCH 1992

D 27/89

BETWEEN	KENT EDVAL GREEN	PETITIONER
AND	ANN MARIE GREEN	RESPONDENT

Mr. Shea for the petitioner
Mrs. Maierhofer for the respondent

MALONE C.J.

RULING

By a consent order of the 13th December, 1990 the parties confirmed that a clean break had occurred as far as their obligations to one another were concerned and consented to a dismissal of all claims that the one might have against the other. In so far as the child of the marriage was concerned, the order provided for joint custody with the respondent to have the care and control of the child and the petitioner reasonable access. In addition the petitioner was required by paragraph 7 of the consent order to pay C.I.\$350.00 per month to the respondent for the support of the child and the parties were to confer on all important matters pertaining to the child's health, welfare, education and upbringing. The petitioner alone being responsible for all school fees, fees for extra lessons and other educational expenses. When the consent order was made the child lived in Grand Cayman and attended school here. Now the child attends a boarding school in Florida. The petitioner contends there has been a marked change of circumstances and applies for the variation of the consent order as follows:

"That the Petitioner do pay the Respondent the nominal sum of C.I.\$1.00 per month for the support of the said child of the marriage for as long as the said child remains a student at the Admiral Farragut Academy, St. Petersburg, Florida and that

this order be given retroactive effect from the 1st August 1991 when the said child commenced attending Admiral Farragut Academy.

That the Petitioner be released from the obligation to pay any arrears due to the Respondent in relation to payments due under the said paragraph 7 from the 1st August, 1991 until the date of the hearing of this application."

A major change in circumstances must arise where a child attends a boarding school in another country instead of a day school in his own country and lives with his mother. It is a change that reflects itself in the maintenance costs of the child, as those costs must increase. The petitioner has the responsibility of meeting those costs but it seems to me unreasonable to contend that he should at the same time pay to the respondent the same amount that he contributed towards the maintenance of the child prior to the child becoming a boarder at the boarding school. The question is whether he should be relieved of the whole or a part of the \$350.00 per month that he has hitherto paid the respondent. The petitioner seeks a reduction to a nominal amount thereby recognising an obligation to make a payment. Consequently should the respondent incur expenses in respect of the maintenance of the child she could where such expenses were unusual and beyond a sum reasonably to be expected from her as part of her obligation to the child apply for reimbursement to the petitioner. The proposal is one that might work with parties more reasonably disposed to each other than are these parties. In this instance I do not think it will work and that it will be a cause of continuing friction. I shall, instead, order as follows:

*The petitioner to pay the respondent \$90.00 per week for every complete week that the child is in the Island and living with the respondent. The said payment to be made by the petitioner to the respondent by the commencement of the week

in respect of which it will be due."

Where the child stays with the respondent for less than a week or for a period that is more than one week but less than two the cost to the respondent is one which I think it reasonable she should meet as she too has obligations to the child. The foregoing order shall be for as long as the child remains at school at the Admiral Farragut Academy and the petitioner shall be released from any arrears due to the respondent from the 1st August 1991 until the date of this application.

In arriving at the above decision I should perhaps add that I do not accept the respondent's submission that although the apartment in which she lives is larger than she requires, she is obliged to keep it so as to have a place large enough for the child when he is in the Island. To my mind the rent of \$700.00 per month for the apartment does not suggest that the respondent is incurring an unreasonable expense. Nor do I accept that the respondent should be reimbursed her telephone bills by the petitioner because of calls made by the child as the remedy lies in the respondent's hands. Finally her claim for clothing expenses incurred in relation to the child is not, I find, substantiated.

Denis J. Malone

Sir Denis Malone.

7th April 1992.