



# In The Supreme Court of Bermuda

## DIVORCE JURISDICTION

2017 No: 55

**B E T W E E N**

**A**

**Petitioner**

**and**

**N**

**Respondent**

## **RULING**

**Date of Hearing:** 8 April 2026  
**Date of Ruling:** 18 June 2026

**Appearances:** Applicant, in person, assisted by his McKenzie Friend  
Aqueelah Simmons, Chancery Legal, for the Respondent

**RULING of Cratonia Thompson, Acting Registrar**

## **INTRODUCTION**

1. This is an application by the Respondent (hereinafter referred to as the **Mother**) dated 26 November 2024 (the **Mother's Application**) seeking the following orders:
  - (1) an order varying a Consent Order between the parties dated 17 August 2017 (the **Consent Order**) to increase the periodical payments paid by the Petitioner (hereinafter referred to as the **Father**) to the Mother in respect of the two children of the family (the **Children**); and
  - (2) an order enforcing arrears owed by the Father under the terms of the Consent Order.
2. The parties were married in 2012 and divorced in 2017. The Children are aged 17 (**Child A**) and 12 (**Child B**). Pursuant to the terms of the Consent Order, the Father was ordered to pay to the Mother periodical payments in respect of the Children as follows: (i) \$600 per month for child maintenance; and (ii) \$650 per month towards Child A's private school fees (at that time). The Consent Order also provides that the Mother and Father share joint custody of the Children, with the Mother having care and control, and the Father having generous access.
3. The Father filed an application dated 6 February 2025 seeking to vary the terms of the Consent Order in respect of custody and access. He is also seeking an order that the periodical payments in respect of the Children be varied (the **Father's Application**).
4. By an Order dated 28 August 2025, it was ordered that the Mother's Application and the Father's Application (together the **Applications**) be remitted for hearing with a time estimate of two (2) days. It was also ordered that the matter be set down for an interim maintenance hearing to address the issue of child maintenance (the **Interim Maintenance Application**).
5. The Interim Maintenance Application was listed for determination on 25 March 2026, however the hearing was delisted due to the unavailability of the Father's Counsel. The Interim Maintenance Application was relisted for hearing on 8 April 2026. Unfortunately, the Father's Counsel was once again unavailable. Rather than adjourn the Interim Maintenance Application a second time, the Father requested that he be assisted at the hearing by a McKenzie friend, Ms Karen Ming.
6. Bearing in mind the prior adjournment, which was sought at short notice, and to ensure that the Interim Maintenance Application was not delayed any further, I granted the Father's request to be assisted by a McKenzie Friend. Although the Mother initially opposed the Father's request to be assisted by a McKenzie Friend, the Mother ultimately acceded to ensure that the hearing was able to proceed.

## THE LAW

7. Section 35 of the Matrimonial Causes Act 1974 (the **Act**) allows the Court to consider an application to vary or discharge certain financial orders in Matrimonial proceedings. Sections 35(1), (2) and (7) of the Act provide as follows:

***“Variation discharge, etc., of certain orders for financial relief***

35 (1) *Where the court has made an order to which this section applies, then, subject to this section, the court shall have power to vary or discharge the order or to suspend any provision thereof temporarily and to revive the operation of any provision so suspended.*

(2) *This section applies to the following orders—*

- (a) *any order for maintenance pending suit and any interim order for maintenance;*
- (b) *any periodical payments order;*
- (c) *any secured periodical payments order;*
- (d) *any order made by virtue of section 27(3)(c) or 31(7)(b) (provision for payment of a lump sum by instalments);*
- (e) *any order for a settlement of property under section 28(1)(b) or for a variation of settlement under section 28(1)(c) or (d), being an order made on or after the making of a judicial separation order.*

...

(7) *In exercising the powers conferred by this section the court shall have regard to all the circumstances of the case, including any change in any of the matters to which the court was required to have regard when making the order to which the application relates and, where the party against whom that order was made has died, the changed circumstances resulting from his or her death.”*

8. In addition, Rule 55 of the Matrimonial Causes Rules 2023 (the **Rules**) speaks to the evidence that is to be provided on an application to vary. It provides as follows:

***“Evidence on application for variation order***

55 (1) *An application for a variation order shall be supported by an affidavit by the applicant setting out full particulars of his property and income and the grounds on which the application is made.”*

9. The Court’s power to make an award for interim maintenance is set out in section 27 of the Act, which provides as follows:

***“Financial provision orders in connection with divorce proceedings, etc***

27 (1) *On making a divorce order, nullity of marriage order or judicial separation order or at any time after making such an order (whether, in the case of*

*a divorce order or of nullity of marriage order, before or after the order is made final), the court may make any one or more of the following orders, that is to say—*

*(a) an order that either party to the marriage shall make to the other such periodical payments, for such term, as may be specified in the order;*

...

*(d) an order that a party to the marriage shall make to such person as may be specified in the order for the benefit of a child of the family, or to such a child, such periodical payments for such term, as may be so specified.”*

10. When considering an application under 27(1)(d) of the Act, the Court is required to have regard to the checklist of factors set out in section 29(2) of the Act, which provides as follows:

***“Matters to which court is to have regard in deciding how to exercise its powers under ss.27 and 28***

*29 (2) Without prejudice to subsection (3), it shall be the duty of the court in deciding whether to exercise its powers under section 27(1)(d), (e) or (f), (2) or (4) or 28 in relation to a child of the family and, if so, in what manner, to have regard to all the circumstances of the case including the following matters, that is to say—*

*(a) the financial needs of the child;*

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

*(c) any physical or mental disability of the child;*

*(d) the standard of living enjoyed by the family before the breakdown of the marriage;*

*(e) the manner in which he was being and in which the parties to the marriage expected him to be educated or trained;*

*and so to exercise those powers as to place the child, so far as it is practicable and, having regard to the considerations mentioned in relation to the parties to the marriage in subsection (1)(a) and (b), just to do so, in the financial position in which the child would have been if the marriage had not broken down and each of those parties had properly discharged his or her financial obligations and responsibilities towards him.”*

**THE PARTIES’ EVIDENCE**

11. The parties filed affidavit evidence as follows:

- (1) Affidavits filed by the Mother dated 7 November 2024 (the **Mother’s First Affidavit**) and 14 January 2025 (the **Mother’s Second Affidavit**);
- (2) Two (2) Affidavits filed by the Father in reply dated 5 February 2025 (the **Father’s First and Second Affidavits**).

- (3) An Affidavit filed by the Mother in reply to the Father's First and Second Affidavits dated 14 March 2025 (the **Mother's Third Affidavit**)
- (4) Further Affidavits filed by the Mother dated 23 July 2025 (the **Mother's Fourth Affidavit**) and 3 September 2025 (the **Mother's Fifth Affidavit**)
- (5) A further Affidavit filed by the Father dated 30 September 2025 (the **Father's Third Affidavit**).

12. In addition, the parties each gave oral evidence and were cross-examined at the hearing. Their evidence is summarized below.

**Income & Expenses**

- 13. The Mother is employed full-time and earns a net salary of approximately \$5,700 each month. The Father is also employed, and earns a net salary of approximately \$4,500 each month.
- 14. The Mother resides with the Children and a housemate. The Mother shares certain expenses with her housemate, this includes rent and the cost of internet. The Mother's share of the household expenses is set out below:

<b>MOTHER'S EXPENSES</b>	<b>MONTHLY (\$)</b>
Rent	2,000.00
Electricity	350.00
Internet	105.00
Groceries/Household Items/Restaurant	800.00
Cellular Phone	142.00
Gas (Car)	200.00
Car License	76.00
Car Insurance	93.00
Car payment	500.00
Loan	1,000.00
<b>MOTHER'S TOTAL EXPENSES</b>	<b>\$5,266.00</b>

15. The Father has remarried and shares certain household expenses with his wife. The Father's share of the household expenses is set out below:

<b>FATHER'S EXPENSES</b>	<b>MONTHLY (\$)</b>
Rent	1,500.00
Electricity	400.00
Cellular Phone	130.00

Cable	120.00
Internet	110.00
Furnishing & Appliances	175.00
Gas (Car)	200.00
Car License	200.00
Groceries	500.00
Child Maintenance	600.00
Pet Supplies	150.00
Health Insurance	900.00
Legal Fee Repayment	500.00
<b>FATHER'S TOTAL EXPENSES</b>	<b>\$5,485.00</b>

16. The Children reside with the Mother, although it is acknowledged that Child A is currently studying overseas, and therefore only resides with the Mother during school breaks. The Children's expenses are as follows:

<b>CHILD A</b>	<b>MONTHLY (\$)</b>	<b>TOTAL (\$)</b>
Tuition	940.00	
Room/Board (£625.00/month)	845.00	
Christmas and Summer Travel (estimated at \$1,500 each)	250.00	
Textbooks/School Supplies	400.00	
Transportation	200.00	
Mobile Phone	30.00	
Utilities	150.00	
Groceries	400.00	
Clothing	100.00	
Grooming	200.00	
Entertainment	200.00	
Medical	10.00	
Dental	20.00	
		<b>3,745.00</b>
<b>CHILD B</b>		
Tuition	1,830.00	
Tutoring	240.00	
Extra-curricular activities	580.00	
Groceries	500.00	
Clothing	125.00	
Grooming	200.00	

Medical	10.00	
Dental	20.00	
		<b>3,505.00</b>
<b>CHILDREN'S TOTAL EXPENSES</b>		<b>\$7,250.00</b>

**THE MOTHER'S POSITION**

**Arrears in Maintenance**

17. Under the terms of the Consent Order, the Father is required to pay the Mother the sum of \$600 per month in child maintenance for both Children, as well as the sum of \$650 towards Child A's private school fees (a total of \$1,250 per month). The Mother submitted that the Father has made the following payments:

<b>YEAR</b>	<b>DUE (\$)</b>	<b>RECEIVED (\$)</b>
2017 (Jun –Aug)		3,750.00
	<i>Post Consent Order</i>	
2017 (Sep–Dec)	5,000.00	5,000.00
2018	15,000.00	15,250.00
2019	15,000.00	13,700.00
2020	15,000.00	11,650.00
2021	15,000.00	11,800.00
2022	15,000.00	14,400.00
2023 (Jan –May)	6,250.00	5,910.00
2023 (Jun –Dec)	4,200.00	4,200.00
2024	7,200.00	5,400.00
2025	6,000.00	5,100.00
<b>Sub-Total</b>	<b>103,650.00</b>	<b>(96,160.00)</b>
<b>TOTAL ARREARS</b>		<b>\$7,490.00</b>

18. The Mother is seeking an order enforcing the sum of \$7,490 owed by the Father in arrears. The Mother is also seeking an order that these arrears be enforced through the Collecting Office of the Magistrates' Court.

**Variation to Child Maintenance & Interim Award**

19. It is the Mother's case that the costs associated with the Children have increased significantly since the signing of the Consent Order and that the increase in these costs are a material change, which justifies varying the Consent Order.

20. The Mother highlighted that Child A is now enrolled in tertiary education (**University**) overseas and Child B is enrolled in private school locally. Child A commenced University in 2023 and Child B was enrolled in private school in 2025.
21. It is the Mother's case that the Father made the unilateral decision to cease paying the additional \$650 per month payment towards Child A's private school fees in June 2023 without consulting the Mother. The Mother submitted that the additional sum of \$650 for Child A's private school fees could have been re-allocated to Child A's University costs. The Mother highlighted that she has been meeting Child A's University costs, together with the costs of Child B's private school fees entirely since each child was enrolled.
22. The Mother also noted that she is now covering the total costs of the Children's health insurance coverage, and that the cost of living has increased generally. Although the Mother's income has also increased, the Mother argued her income still is not sufficient to cover the Children's expenses. The Mother submitted that when she is unable to cover the Children's expenses from her income, she receives support from her mother (the Children's Grandmother) and a friend (Child B's Godmother).
23. To further illustrate her inability to meet the Children's expenses, the Mother noted that she had to secure a loan to cover the costs of enrolling Child A in University. The Mother is repaying this loan at a rate of \$1,000 per month. The Mother then argued that she has had to sacrifice in order to meet the needs of the Children, while the Father appears to live a *luxurious* lifestyle.
24. The Mother also argued that the Father has painted an inaccurate picture of his financial standing by overstating his expenses. The Mother argued that the amounts pleaded by the Father in respect of electricity and groceries are unreasonable for a two (2) person household, and that a more reasonable amount for these costs would be \$175 and \$400, respectively. The Mother also noted that the Father is no longer covering the costs of the Children's health insurance and that the sum of \$900 per month should be deducted from his monthly expenses as a result. The Mother argued that these deductions from the Father's monthly expenses would result in the Father having a larger residual income than pleaded in his evidence.
25. In the circumstances, the Mother argued that the Children's direct and indirect costs should be shared equally between the parties. The Mother argued that the Children's expenses collectively amount to approximately \$7,250.00 each month. The Mother is seeking an order that the Father pay 50% of these costs, i.e. the sum of \$3,625 per month.

### **Legal Costs**

26. The Mother is also seeking reimbursement for legal costs incurred to date for the Mother's Application and a monthly contribution to her legal fees going forward. The Mother noted that there are still custody, care and control and access matters to be litigated, and although all evidence has been filed in respect of those matters, there is still significant preparation required to move those matters towards a conclusion.
27. The Mother anticipates that litigating the remaining issues will result in fees of no less than \$2,000 each month, and likely significantly more. The Mother highlighted that her current liability for legal fees exceeds \$16,500, and that she has exhausted all options to raise further funds to meet these fees. Lastly, the Mother argued that the Father has not provided any acceptable proposals to settle this matter outside of Court, which has invariably increased her legal costs. Due to her current financial obligations, the Mother submitted that she is only able to contribute \$50 per month towards her legal fees.
28. The Mother argued that the Court has the power to include in its award for interim maintenance an amount to cover her on-going legal fees. The Mother referred to the case of *M v M (Maintenance Pending Suit)* [2018] Bda LR 107 (*M v M*) in support of this assertion.
29. The Mother submitted that *M v M* confirms the Court's power to include a provision for her on-going legal fees in an award for interim maintenance, and that this was established in the case of *Curry v Curry (No 2)* [2006] EWCA Civ 1338 (*Curry v Curry No. 2*). At paragraph 20 of *Curry v Curry (No 2)*, Wilson LJ summarized the prerequisites for an interim award that includes a provision for legal fees as follows:

*"In my view the initial, overarching enquiry is into whether the applicant for a costs allowance can demonstrate that she cannot reasonably procure legal advice and representation by any other means. Thus, to the extent that she has assets, the applicant has to demonstrate that they cannot reasonably be deployed, whether directly or as the means of raising a loan in funding legal services. Furthermore, she has also to demonstrate that she cannot reasonably procure legal services by the offer of a charge upon ultimate capital recovery."*
30. The Mother is also seeking an order that she be awarded her costs of this Interim Maintenance Application.

## **THE FATHER'S POSITION**

### **Arrears in Maintenance**

31. As to the arrears sought by the Mother, the Father argued that this sum ought to be offset by the sums paid by him to cover the Children's health insurance as well as the voluntary contributions he made towards Child A's private school costs. The Father submitted that for

8 years he was solely responsible for the Children's health insurance at a cost of \$800 each month, which amounts to a total payout of \$76,800. The Father also highlighted that when Child A's private school fees increased, he voluntarily increased his contribution to \$720 to match the Mother's contribution. The Father argued that these contributions more than offset the Mother's claim for arrears, and that the Mother's Application in respect of arrears should be dismissed.

### **Variation to Child Maintenance & Interim Award**

32. As to the application to vary the terms of the Consent Order relating to child maintenance, the Father agreed that there has been a material change in circumstances since the Signing of the Consent Order, which justifies a variation. That said, it is the Father's case that it is *his* financial position that has changed significantly since the Consent Order was agreed between the parties.
33. The Father highlighted that when the Consent Order was signed he held a salaried position and was able to comfortably meet the Children's expenses as well as the parties' expenses when they were married. The Father also highlighted that the parties would communicate often in respect of the Children's needs, and that he would contribute over and above the agreed maintenance amount set out in the Consent Order, if requested. Notably, the Mother did not dispute this evidence and accepted that the Father did contribute more than the ordered \$650 per month towards Child A's private school fees when those fees increased.
34. The Father rejected the Mother's assertion that he and his wife live *luxuriously* and averred that his financial standing is far lower than the Mother believes it to be. He noted that in his current employment position, he only receives an income if he is able to work.
35. To further illustrate the decline in his financial standing, the Father submitted that he and his wife no longer have transportation, as they cannot afford it. The Father also highlighted that he presently owes approximately \$21,000 in legal fees, which he is repaying at a rate of \$500 per month. He then noted that he has continued to pay to the Mother \$600 per month in child maintenance in accordance with the Consent Order, despite earning significantly less than the Mother.
36. As to the sums sought in respect of the Children's schooling, the Father accepted that he was made aware that Child A was enrolled in University but submitted that he was informed of this by Child B, not the Mother. The Father then highlighted that the Mother had enrolled Child A in University without consulting him.
37. In respect of Child B, the Father once again argued that the Mother had not consulted him prior to enrolling Child B in private school. Had she done so, the Father argued that he would

have advised the Mother that he cannot afford private schooling for the Children simultaneously and the parties could have discussed enrolling Child B in public school, *or* enrolling Child A at the Bermuda College.

38. As it concerns the Children's expenses in general, the Father stressed that the parties' communication in this regard has been very poor. The Father also submitted that the parties' communication suffered a rapid decline when he became romantically involved following the parties' divorce and eventually remarried. The Father then argued that the Mother often makes decisions regarding the Children that have financial repercussions without communicating with or consulting the Father. After which, the Mother would send him a bill for payment.
39. The Father raised similar concerns with the Mother's lack of communication in respect of the Children's health insurance coverage. The Father argued that the Mother had the Children added to her health insurance plan without consulting or advising him. This resulted in sums being deducted from the Father's salary to cover the costs of the Children's health insurance whilst they were actively covered under the Mother's health insurance plan.
40. The Father also gave evidence in respect of his desire to have increased access to the Children and how this would result in the Mother having to bear less of the financial burden. As the present application before the Court is in respect of interim maintenance only, I will not address in this Ruling the Father's submissions in this regard. The Father's Application as it relates to custody, care and control and access will be dealt with at a later stage by a Judge. As Registrar, I do not have the jurisdiction to determine issues related to custody, care and control or access, in any event.
41. Despite the Father's evidence that his financial standing has declined he gave evidence at the hearing of the Interim Maintenance Application that he is able to afford to pay to the Mother the total sum of \$1,000 per month in interim maintenance for the Children. Notably, this sum is significantly less than the \$3,625 award sought by the Mother.
42. When questioned why this submission had not been put to the Mother in advance of the hearing, the Father argued that he had not been provided with a detailed breakdown of the additional expenses incurred by the Mother in respect of the Children to enable the parties to engage in meaningful discussions.

### **Legal Costs**

43. Unsurprisingly, the Father rejected the Mother's claim that he should be ordered to reimburse her legal costs to date, and/or that he be ordered to make a monthly contribution towards her

on-going legal costs. The Father also refuted the Mother's application that he be ordered to pay the costs of this Interim Maintenance Application.

## **APPLYING THE FACTS TO LAW**

### **Arrears in Child Maintenance**

44. It is clear under the terms of the Consent Order that the sums set out by the Mother are in fact due. Notably, the Father did not dispute that the sums set out by the Mother are due. Instead, he submitted that the arrears should be offset against the sums paid by him in respect of the Children's health insurance.
45. Although it is noted that the Father was solely responsible for the Children's health insurance coverage, it is also noted that the Father had assumed this responsibility *prior* to the signing of the Consent Order. Therefore, it is not open to the Father, who has admittedly fallen into arrears, to claim that the sums he spent to cover the Children's health insurance should offset his arrears.

### **Variation to Child Maintenance & Interim Award**

46. As to the application to vary the terms of the Consent Order concerning child maintenance, I must be satisfied that there has been a material change in circumstances to justify the variation. Notably, both the Mother and Father argued that this evidentiary burden has been met. The Mother submitted that the Children's expenses have increased significantly since the signing of the Consent Order, with the Mother bearing the financial burden of these increased costs, while the Father submitted that his financial standing has suffered a significant decline.
47. I accept the Mother's evidence as it relates to the Children's expenses (as set out at paragraph 18 of this Ruling) and that the Children's expenses have increased since the signing of the Consent Order. It is noted however that the Children's increased expenses are largely attributable to the costs associated with the Children's schooling.
48. It is unfortunate that the parties' communication has broken down so significantly that the Mother felt she was unable to discuss the Children's schooling arrangements, particularly the associated costs, with the Father prior to the Children being enrolled. I agree with the Father that the Mother should have consulted him regarding her proposed schooling arrangements *before* the Children were ultimately enrolled in 2023 (Child A) and 2025 (Child B). In this respect, it is noted that the parties share joint custody of the Children.

49. With that said, it is also noted that the Father accepted that the Children's expenses have increased since the signing of the Consent Order, and that he confirmed in his oral evidence that he can afford to pay to the Mother the total sum of \$1,000 in maintenance for the Children each month. This would represent an increase of \$400 each month.
50. It is further noted that this figure appears to align with the Father's evidence in respect of his residual income. Based on the Father's evidence, he should no longer incur the costs associated with owning a car and the Children's health insurance. Taking this into consideration, the Father should have a residual income of approximately \$915 each month, as shown below:

<b>FATHER'S INCOME</b>	<b>MONTHLY (\$)</b>	<b>TOTAL (\$)</b>
Salary		4,500.00
<b>FATHER'S EXPENSES</b>		
Rent	1,500.00	
Electricity	400.00	
Cellular Phone	130.00	
Cable	120.00	
Internet	110.00	
Furnishing & Appliances	175.00	
Groceries	500.00	
Pet Supplies	150.00	
Legal Fee Repayment	500.00	(3,585.00)
<b>FATHER'S RESIDUAL INCOME</b>		<b>\$915.00</b>

51. It is also noted that if the Mother is correct that the Father has overstated his expenses in respect of his electricity and grocery costs, the Father would have an *additional* \$325 in residual income each month (i.e. a total of \$1,240). Although I do not have sufficient evidence before me to agree with the Mother that the Father has overstated his expenses, I am satisfied that the Father can afford the total sum of \$1,000 per month in maintenance for the Children. Further, bearing in mind the factors set out in section 29(2) of the Act, I am satisfied that this is a reasonable award for interim maintenance in the circumstances.

### **Legal Costs**

52. I am not satisfied that the Mother has made out her case that a provision for her on-going legal costs should be included in the award for interim maintenance. More particularly, I am not satisfied that the Mother is *unable* to afford her legal fees moving forward, or that the Father has sufficient available income to meet such costs for the Mother.

53. At present, the Mother receives an income that exceeds that of the Father. In addition, the Mother has not provided sufficient evidence to support her assertion that she is unable to raise the funds from another source. It is noted that the Mother was able to secure a loan in respect of Child A's initial university costs and that she is repaying this loan at a cost of \$1,000 each month. As such, the Mother's application that a provision for her on-going legal costs should be included in the award for interim maintenance is dismissed.
54. It is noted that the Mother is also seeking her costs of this Interim Maintenance Application. As noted in *Wife v Husband (Costs Ruling)* [2025] SC (Bda) 91 div., the starting point in family cases is that there is *no order as to costs*. Any departure from this starting point requires the presence of very limited circumstances. In determining whether to make an adverse costs order in family cases, the main factor to be considered is the litigation conduct of the parties, which must meet the threshold of being "*reprehensible*".
55. While it is unfortunate that the Father did not disclose to the Mother his ability to increase the child maintenance payments, I am not of the view that the Father's conduct in these proceedings meets the required threshold to justify a departure from the starting point. Therefore, each party shall meet their own costs in respect of this Interim Maintenance Application.

## **CONCLUSION**

56. In light of the above, I grant the Mother's application to enforce the arrears due in child maintenance. Payment of the arrears owed to the Mother shall be enforced through the Collecting Office of the Magistrates' Court.
57. In respect of interim maintenance, the Father is ordered to pay the Mother the sum of \$1,000 per month in maintenance for the Children. Payment shall be made to the Collecting Office of the Magistrates' Court on the 1<sup>st</sup> day of each month (or the first business day thereafter).
58. For completeness, it is noted that the issue of custody care and control and access remain outstanding. In that respect, this matter shall be remitted for hearing before a Judge. The matter will be listed for mention in the first instance to deal with any further directions as may be necessary, according to the Court's availability.
59. The Order on this Interim Maintenance Application shall be as follows:
  - (1) The Father shall pay to the Mother the arrears in child maintenance due under the terms of the Consent Order. Payment of the arrears owed to the Mother shall be enforced through the Collecting Office of Magistrates' Court.

- (2) The terms of the Consent Order in respect of child maintenance shall be varied on an interim basis as follows:
  - a) The Father shall pay the Mother the total sum of \$1,000 each month in maintenance for the Children.
  - b) Such payments shall be made to the Collecting Office of the Magistrates' Court commencing on 1 July 2026, and continue on the 1<sup>st</sup> day of each month thereafter, until further order of the Court.
- (3) The Mother's application that a provision for her legal costs be included in the award for interim maintenance is dismissed.
- (4) The remaining issues to be litigated shall be remitted for hearing before a Judge. The matter will be listed for mention in the first instance to deal with any further directions as may be necessary, in accordance with the Court's availability.
- (5) Each party shall bear their own costs.

60. Counsel for the Mother is invited to file an Order setting out the terms of this Ruling within 14 days.

**DATED** this **18<sup>th</sup>** day of **June 202**



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**CRATONIA THOMPSON**  
**ACTING REGISTRAR**