



In The Supreme Court of Bermuda

DIVORCE JURISDICTION

2011 No: 163

B E T W E E N

C

Petitioner

and

S

Respondent

RULING

Date of Hearing: 12 May 2026

Date of Ruling: 22 June 2026

Appearances: Petitioner and Respondent, in person

RULING of Cratonia Thompson, Acting Registrar

INTRODUCTION

1. This is an application by the Respondent (the **Mother**) dated 7 October 2025 seeking payment of arrears that have accrued in respect of periodical payments due from the

Petitioner (the **Father**) for the 2 children of the family (the **Children**) pursuant to a Consent Order dated 19 June 2013 (the **Consent Order**).

2. The Consent Order provides *inter alia* as follows:

“[6] The [Mother] shall have care and control of [the Children]. The [Father] shall have flexible access.

[7] The [Father] shall pay to the [Mother] by way of interim periodical payments for [the Children] the sum of \$1,200 per month (being \$600 per month per child) and such payments shall continue beyond September 2013, when the younger child shall no longer be in nursery and shall be attending a Government school, and such payments shall continue to be made until each said child shall have completed his or her full-time education up to first degree, without interruption.

[8] Either party shall be at liberty to seek a review of the maintenance provisions... upon a change in circumstances...”

3. When the Consent Order was executed, the Children were aged 7 (**Child A**) and 3 (**Child B**). Child A is now 20 and Child B is 16. The arrears sought by the Mother are specifically in respect of Child A (the **Arrears Application**). The Mother is also pursuing an application to vary the child maintenance payable by the Father under the terms of the Consent Order. In particular, the Mother is seeking an increase to the monthly sum due in respect of Child B due to a change in circumstances (the **Variation Application**). The Arrears Application and the Variation Application are collectively referred to as the **Mother’s Applications**.
4. The Father opposes the Mother’s Applications. It is the Father’s case that there are no arrears owing in respect of Child A. In addition, the Father opposes any order increasing the amount payable in child maintenance in respect of Child B. The Father is of the view that the amount ordered under the terms of the Consent Order in respect of Child B (the sum of \$600) should remain the same.
5. In addition, the Father invited the Court to release him from his obligations to the Mother under the terms of the Consent Order in respect of Child A, who is now enrolled in tertiary education (**University**) overseas. Rather than paying child maintenance to the Mother in respect of Child A, the Father is seeking an order allowing any financial support to be paid to Child A directly (the **Father’s Application**).
6. The parties filed affidavit evidence as follows: (i) an affidavit by the Mother dated 12 September 2025 (the **Mother’s First Affidavit**); (ii) a further affidavit by the Mother dated

5 March 2026 (the **Mother's Second Affidavit**); and an affidavit by the Father dated 10 March 2026 (the **Father's Affidavit**).

7. It is noted that the Court is also in receipt of an affidavit sworn by Child A dated 24 December 2025 in support of the Father's Application.

THE LAW

8. While it is noted that the Consent Order allows for either party in this matter to apply to vary the provisions of the Consent Order "*upon a change in circumstances*", I have set out below section 35 of the Matrimonial Causes Act 1974 (the **Act**), which 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."*

9. The Court's jurisdiction to make an award for periodical payments in respect of a child of the family is set out in section 27(1)(d) 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—*

...

(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.*

...

subject, however, in the case of an order under paragraph (d), (e) or (f), to the restrictions imposed by section 33 (1) and (3) on the making of financial provision orders in favour of children who have attained the age of eighteen.

10. When considering an application under 27 (1) (d) of the Act (for periodical payments for a child of the family), 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:

“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.”

11. Given the age of Child A, it is worth setting out section 33 of the Act, which applies to orders relating to a child who has attained the age of 18:

“Duration of continuing financial provision orders in favour of children, and age limit on making certain orders in their favour

33 (1) Subject to subsection (3), no financial provision order and no order for a transfer of property under section 28(1)(a) shall be made in favour of a child who has attained the age of eighteen.

(2) The term to be specified in a periodical payments or secure periodical payments order in favour of a child may begin with the date of the making of an application for the order in question or any later date but—

(a) shall not in the first instance extend beyond the date of the birthday of the child next following his attaining the upper limit of the compulsory school age (that is to say, the age that is for the time being that limit by virtue of section 40 of the Education Act 1996) unless the court thinks it right in the circumstances of the case to specify a later date; and

(b) shall not in any event, subject to subsection (3), extend beyond the date of the child's eighteenth birthday.

(3) Subsection (1), and subsection (2)(b), shall not apply in the case of a child, if it appears to the court that—

(a) the child is, or will be, or if an order were made without complying with either or both of those provisions would be, receiving instruction at an educational establishment or undergoing training for a trade, profession or vocation, whether or not he is also, or will also be, in gainful employment; or

(b) there are special circumstances which justify the making of an order without complying with either or both of those provisions.”

[Emphasis added]

THE MOTHER'S POSITION

Arrears Application

12. Under the terms of the Consent Order, the Father is required to pay to the Mother the sum of \$1,200 each month in child maintenance for both Children (\$600 per child). The Mother submitted that the Father has made payments as follows:

| DATE | DUE (\$) | RECEIVED (\$) |
|-------------|-----------------|----------------------|
| March 2025 | 1,200.00 | 600.00 |
| April 2025 | 1,200.00 | 600.00 |
| May 2025 | 1,200.00 | 1,200.00 |
| June 2025 | 1,200.00 | 600.00 |
| July 2025 | 1,200.00 | 600.00 |
| August 2025 | 1,200.00 | 0 |

| | | |
|----------------------|------------------|-------------------|
| September 2025 | 1,200.00 | 1,200.00 |
| October 2025 | 1,200.00 | 600.00 |
| November 2025 | 1,200.00 | 600.00 |
| December 2025 | 1,200.00 | 600.00 |
| January 2026 | 1,200.00 | 600.00 |
| February 2026 | 1,200.00 | 600.00 |
| March 2026 | 1,200.00 | 600.00 |
| April 2026 | 1,200.00 | 600.00 |
| Sub-Total | 16,800.00 | 9,000.00 |
| TOTAL ARREARS | | \$7,800.00 |

13. The Mother accepts that the Father has made the required child maintenance payments in respect of Child B, but argues the Father has refused to pay the child maintenance due in respect of Child A, in accordance with the Consent Order. The Mother acknowledged that she is aware that the Father has been transferring funds to Child A directly, however the Mother noted that this is in contravention of the Consent Order, which provides that the child maintenance is to be paid to the Mother.
14. The Mother also highlighted that she had made a prior application to the Court (dated 20 November 2023) seeking payment of arrears in child maintenance that had accrued following a previous attempt by the Father to circumvent the terms of the Consent Order. The parties appeared before Justice Stoneham on that application.
15. By an order dated 8 February 2024, the Father was ordered to continue paying to the Mother child maintenance in the sum of \$1,200 per month (being \$600 per month per child) until each child has completed his or her full-time education up to the first degree, without interruption.
16. Despite this, it is the Mother's case that the Father made the unilateral decision to cease paying the child maintenance due in respect of Child A to the Mother as ordered. Instead, the Father has been transferring the sums directly to Child A. The Father accepted this to be true, and noted that it is on this basis that he disputes that he is in arrears in respect of Child A.
17. The Mother invited the Court to acknowledge that the Father's actions are in breach of the Consent Order. In addition, the Mother noted that the Father showed to her over \$10,000 in cash when he travelled with Child A to University. At that time, the Father was in arrears of \$4,800. As it is clear to the Mother that the Father has the ability to pay the sums due, the Mother is seeking an order that payment of the arrears be remitted forthwith. The Mother is

also seeking an order that the Father pay the arrears into the Collecting Office of the Magistrates' Court.

Variation Application

18. It is the Mother's case that the costs associated with the Children have increased significantly since the signing of the Consent Order. The Mother highlighted that both Children suffer from dyslexia. As a result, the Mother sought additional services for the Children, the cost of which she covered without any support from the Father. Those costs were as follows:
- (1) Tutoring for both Children at a combined cost of \$1,260 each month for a 3 year period, totaling \$45,360.
 - (2) A further \$1,800 in fees incurred in respect of a specialist program attended by Child A.
19. The Mother then noted that Child B has a greater need of tutoring and lesson planning, which is not available in the public education system. As a result, the Mother enrolled Child B in a home school program at a cost of \$755 each month. Bearing this in mind, the Mother submitted that sum ordered in child maintenance, particularly as it relates to Child B, is now insufficient. The Mother also highlighted that the sum ordered in maintenance was only intended to assist in covering costs such as housing, clothing and food given that the Mother was granted care and control.
20. The Mother acknowledged that Child A resides overseas when in school, but confirmed that Child A resides with her when she returns on school breaks. The Mother provided a snapshot of her household expenses, as well as the expenses incurred in relation to Child B, who continues to reside with the Mother:

| MOTHER's EXPENSES | MONTHLY (\$) |
|-----------------------------|---------------------|
| Rent | 3,500.00 |
| Electricity | 300.00 |
| Groceries | 600.00 |
| TOTAL | \$4,400.00 |
| | |
| CHILD B's EXPENSES | |
| Tuition | 755.00 |
| Extra-curricular activities | 65.00 |
| TOTAL | \$820.00 |

21. Given the increase in expenses for Child B, the Mother is seeking an order varying the total sum payable in child maintenance (\$1,200) to add a 50% contribution towards Child B's tuition and extra-curricular activities (\$410). This would result in the Father paying to the Mother the total sum of \$1,610 in child maintenance each month.
22. Alternatively, given Child A's age and present enrollment in University overseas on a full scholarship, the Mother agreed that the Father could continue paying the sum of \$600 in child maintenance due in respect of Child A, to Child A directly. The Father would also be responsible for ensuring Child A's financial needs are met.
23. This would result in the Father paying child maintenance to the Mother in respect of Child B only. The Father would pay to the Mother the currently ordered sum in child maintenance in respect of Child B (\$600) plus 50% of Child B's tuition and extra-curricular activities (\$410), i.e. the total sum of \$1,010 each month.
24. Since the Father has shown "*flagrant disrespect*" for the Court's orders by refusing to pay child maintenance as directed, the Mother is also seeking an order that any sums payable to her in child maintenance be paid into the Collecting Office of the Magistrates' Court on the 1st day of each month.
25. The Mother noted that the Father pays the child maintenance by cheque each month. The Mother shared in her evidence various messages sent to the Father seeking timely receipt of child maintenance when payments were not received during the agreed timeframe (between 15 – 21 of each month). The Mother believes an order requiring payment to the Collecting Office would alleviate any difficulties in receiving child maintenance from the Father on time.

THE FATHER'S POSITION

Arrears Application

26. As to the arrears sought by the Mother, the Father argued that no arrears are due in respect of Child A as he has paid over and above the ordered monthly amount, albeit not to the Mother directly. Appended to the Father's Affidavit were bank statements and receipts totaling approximately \$17,415, which the Father argues were paid in respect of Child A's expenses. Those expenses are set out below:

| EXPENSE | AMOUNT (\$) |
|---------------------------|--------------------|
| April Airline Tickets | 1,551.00 |
| September Airline Tickets | 1,951.00 |

| | |
|-------------------------------|--------------------|
| Train Tickets | 336.00 |
| Hotel | 711.00 |
| Air BnB | 849.00 |
| Direct Deposits | 10,725.00 |
| Optician | 407.00 |
| Food, Clothes, Transportation | 885.00 |
| TOTAL | \$17,415.00 |

27. The Father confirmed that the sum shown above for Direct Deposits include the currently ordered \$600 per month in child maintenance that should have been paid to the Mother. The Father also noted that the sum includes additional funds requested by Child A above the ordered maintenance amount. For instance, the Father confirmed that Child A travelled during Spring Break and he transferred funds to Child A for this trip, which are accounted for in the sum set out above.
28. The Father also noted that he has been transferring the sums due in child maintenance in respect of Child A, directly to Child A in lump sums. The Father highlighted that Child A prefers to receive the funds this way, and that despite being only 20 years of age, Child A is able to manage the funds received in maintenance entirely herself. The Father confirmed that Child A utilizes the monies received in maintenance for food, transportation, clothing and her personal spending.
29. In this respect, the Mother noted that in or around January 2026 the Father transferred to Child A the total sum of \$2,400 to cover the child maintenance due for Child A for a 4 month period. However, the Mother further noted that in March 2026, Child A contacted the Mother seeking additional funds, as the lump sum provided by her Father had been exhausted.
30. In response to the Mother's submissions, the Father noted that Child A contacted him as well when the funds were exhausted, and that he transferred additional sums to Child A. In addition, the Father submitted that he is willing to provide financial support beyond the monthly maintenance ordered directly to Child A, as needed.
31. As the sums spent by the Father in respect of Child A (\$17,415) outweighs the sum of \$7,800 sought by the Mother in arrears, the Father submitted that the Arrears Application ought to be dismissed.

Variation Application

32. In respect of Child A, it is the Father's case that the Consent Order should be varied to allow him to continue paying the currently ordered \$600 in maintenance directly to Child A. In

this respect, the Father referred to the affidavit sworn by Child A requesting that he be released from paying to the Mother the sums ordered in the Consent Order in respect of Child A to the Mother. Child A confirmed in this affidavit that she and the Father have agreed for her to receive financial support from the Father directly.

33. That said, it was accepted by the Father that when Child A returns from University on school breaks, she will continue to reside with the Mother. Despite this, the Father remains of the view that the currently ordered \$600 in maintenance (or any other sum agreed between him and Child A) should be paid directly to Child A, given her age.
34. In respect of Child B, the Father does not agree that the Consent Order should be varied to increase the sum payable in child maintenance. It is the Father's case that the sum payable to the Mother in respect of Child B should remain as is. In particular, the Father does not agree that the maintenance amount should be increased to include a 50% contribution towards Child B's tuition and/or extra-curricular activities. The Father argued that the Mother should pay Child B's tuition from the currently ordered \$600 she receives each month in respect of Child B.
35. Instead of contributing to Child B's tuition, the Father submitted that he is willing to assume responsibility of Child B's health insurance, as it recently came to his attention that the Children are no longer insured. The Father expressed great concern that the Children are no longer insured, particularly since Child B is now 16 years old and owns a motorcycle.
36. In response to this, the Mother highlighted that she covered the costs of the Children's health insurance from birth (i.e. 2005 and 2009 respectively) until 2015 when she changed careers. The Mother then argued that she repeatedly asked the Father to place at least one of the Children on his insurance during their marriage and subsequent divorce, but he has refused to do. The Mother also highlighted that the Father *was* aware that the Children were no longer insured after Child B visited the doctor and the Father was required to pay for the visit out of pocket.
37. The Mother confirmed that when she changed careers, she briefly enrolled the Children on HIP but she could not afford the costs. The Mother then confirmed that she is still unable to afford to insure the Children, but noted that they each receive yearly doctor and dental checkups at the Child Health Clinic and the Oral Health Clinic. The Mother also noted that the Youth Subsidy covers children receiving hospital care in a public ward up to school leaving age, or 21 years old, if in full time education.
38. The Father disagreed that these arrangements were sufficient and noted that it was open to the Mother to seek a variation to the Consent Order in respect of the Children's health insurance coverage when her employment changed if she was unable to afford to cover the

costs. The Father then submitted that it would cost approximately \$200 to enroll Child B in an appropriate health insurance plan, and that he is willing to meet these costs.

39. As to Child B's expenses, the Father noted that Child B currently earns approximately \$1,000 each month (\$250 each week) as a grocery packer. When the Mother queried whether it is the Father's expectation that Child B contribute to his living expenses through his earnings, the Father confirmed that he does not take that position.
40. Rather, the Father highlighted that he recently purchased Child B a motorcycle, which the Father licensed and insured for a total cost of \$1,693. The Father noted that the parties had agreed that Child B would repay these costs out of his earnings at a rate of \$50 each month. The Father submitted that he had proposed this arrangement to teach Child B responsibility. The Father then noted that Child B could assist with covering the costs of his extra-curricular activities (sum of \$65 per month) with his earnings as well. The Father stressed that this submission was not from a financial standpoint, i.e. his unwillingness or inability to pay, and reiterated this proposal is intended to teach Child B responsibility.
41. The Father also argued that Child B covering the costs of his extra-curricular activities would assist the Mother as she would not have to cover these costs from the child maintenance she receives in respect of Child B. While the Mother accepted that Child B *could* cover the costs of his extra-curricular activities from his earnings given that he can earn up to \$200-250 each week, the Mother noted that Child B uses his earnings to cover the cost of gas for his motorcycle and his cellular phone.
42. Lastly, the Father reiterated that he has always provided for the Children. The Father referred to yearly vacations and other *ad hoc* expenses covered by the Father directly. The Father noted in his evidence that he spent \$5,460 to take both Children on a cruise vacation in 2025. While the Father acknowledged that taking the Children on vacation should not impact any amounts payable in maintenance, he argued that his willingness to cover the costs paints a picture of his character overall. The Father then argued that he has always met the financial needs of his Children without reservation.
43. While the Mother accepted that the Father took the Children on vacation in August 2025, the Mother noted that she did not receive maintenance for either child in August 2025. The Mother acknowledged that the child maintenance due in respect of Child B in August 2025 was eventually paid in September 2025. The child maintenance due in respect of Child A was not paid to her at all.
44. The Mother also highlighted that the Father not only paid for the Children to travel, he also covered the costs of 3 other persons who traveled, including a friend and also a teacher of each of the Children. The Mother then argued that the Father's actions show he has the ability

to pay to the Mother the increased sum in child maintenance she is seeking in respect of Child B, he just refuses to agree to do so out of spite.

45. In addition, the Mother noted that to her knowledge the Father should be receiving a minimum of \$6,900 in income each month, as the mortgage for the former matrimonial home (FMH) has been paid off since the summer of 2024. The Mother noted that the mortgage was \$4,400 each month, and for 9 years the Father was paying to the Mother the sum of \$2,500 each month until her value of the house was paid off. The Mother argued that the Father would now have these sums at his disposal. In addition, the Mother highlighted that the FMH consists of 4 apartments, 3 of which the Father receives an income from. The Father also owns a truck and taxi.
46. Noting the above, the Mother submitted that the Father and Mother's financial positions are not the same. The Mother argued that even though the Father is in a much better financial position than she is, she has been covering the costs of services for the Children, with no help from the Father, and that despite this the Father often mocks her for being "poor".
47. In this respect, the Mother reiterated that she spent a cumulative sum of approximately \$47,160¹ in tutoring services for the Children. While the Mother acknowledged that she made the decision to enroll the Children in these services, the Mother argued these costs were necessary. Additionally, the Mother is firmly of the view that enrolling Child B in a private school program was in his best interests. The Mother argued that she could not leave Child B in the public school system knowing he would not benefit from it, but confirmed she cannot afford to continue meeting these costs alone.
48. To further illustrate her commitment to Child A's development, the Mother noted that she is currently saving the parties approximately \$5,000 each month by providing speech and language services to Child A herself. Ultimately, although the Mother acknowledged that the Father will cover expenses for the Children when he wishes to do so (i.e. vacations, etc.), the Mother argued that she cannot rely on the Father to assist with Child B's tuition without the Court's intervention.

APPLYING THE FACTS TO LAW

Arrears Application

49. As it relates to Child A, it is clear based on the Father's own admission, that in March 2025, he made the decision to cease paying the child maintenance directly to the Mother as set out in the Consent Order. The Father made this decision despite the Court reaffirming in a further

¹ See paragraph 18 of this Ruling

order dated 8 February 2024 that the sums payable in child maintenance for both Children are to be paid directly to the Mother until each child completes their full-time education up to their first degree, without interruption.

50. I am satisfied that the Father's decision to cease paying the child maintenance due in respect of Child A directly to the Mother was in contravention of the Consent Order. It is not open to any party in proceedings to unilaterally alter the terms of a court order. Had the Mother consented to the Father paying the sum due in child maintenance in respect of Child A to Child A directly, the parties could have executed a further consent order. If the Mother did not agree, it was open to the Father to seek a variation to the Consent Order in the proper way. The Father did not do so, despite the Consent Order granting the parties liberty to apply in this regard.
51. It is also noted that the parties came before the Court on an application filed by the Mother seeking payment of arrears in 2024. The Court affirmed that the Father is to pay child maintenance to the Mother until each child completes his or her full time education up to a first degree without interruption in an order dated 8 February 2024. Still, the Father made the decision to cease paying maintenance to the Mother directly from March 2025, onwards.
52. I have considered the affidavit sworn by Child A and submitted by the Father in support of his application. In the affidavit, Child A requested that the Consent Order be varied to release the Father from paying to the Mother the sum due in child maintenance in respect of Child A. Child A confirmed that her and the Father had entered into their own arrangement and requested the Court to make that arrangement an order of the Court.
53. I do not consider this evidence appropriate or persuasive. Child A is not a party to these proceedings and is not a party to the Consent Order. In addition, the Father and Child A entering into an arrangement regarding the maintenance payable in respect of Child A does not absolve the Father's obligations in respect of orders of the Court that remain in place.
54. While it may be the case that the Father has transferred funds directly to Child A in excess of the ordered maintenance amount, the Consent Order and the Court's further order in February 2024 *directed* the Father to pay maintenance to the Mother. The Father was free to cover the expenses set out in his evidence and to forward any further sums requested by Child A, directly to Child A. The maintenance however, should have been paid to the Mother in accordance with the Court's orders. The Father willfully chose not to do so.
55. It should also be noted that the majority of the sums paid by the Father were a direct result of the Father accompanying Child A to visit university, and then to commence her University program. In this respect, the Father has included airline tickets, transportation and accommodation costs. Clearly these are not costs contemplated by the Consent Order. The

Mother confirmed that she was not in a position to cover these costs, particularly as she has been covering the costs of Child B's tuition. It is fortunate that the Father was in a position to cover these costs.

56. That being said, the Father's willingness or ability to cover the initial costs of Child A attending University does not absolve his obligations under the Consent Order and I cannot endorse the Father's willful breach. It was the Mother's evidence that the total sum payable in child maintenance under the Consent Order was insufficient to cover the Children's needs *in any event* and that she has covered the Children's additional expenses (tutoring services, etc.) with no help from the Father. I am therefore satisfied that the arrears set out by the Mother are due and owing by the Father and that the arrears should be paid to the Mother.

Variation Application

57. As to the Variation Application, it is noted the Consent Order contemplated that the parties may need to vary the terms of the Consent Order pertaining to child maintenance as it allowed the parties liberty to apply should there be a change in circumstances. The Consent Order also contemplated both Children being enrolled in public school.
58. I accept the Mother's evidence that the expenses in relation to Child B have increased due to Child B's enrollment in a private program, and that this represents a material change in circumstances to justify a variation. It is clear that the Consent Order did not contemplate either child being enrolled in a private program or requiring extra tutoring services.
59. It is also noted that the Consent Order was executed 13 years ago, when the Mother held a salaried position. The Consent Order also took into consideration that the Mother was granted care and control. I accept the Mother's evidence that the sums set out in the Consent Order were intended to assist with the Children's expenses relating to housing, clothing and food, not tuition. It is also noted that Child B continues to reside with the Mother and that the parties both accepted that Child A resides with the Mother when she returns home on school breaks.
60. I have considered the Father's submissions as it relates to covering the costs of the Children's expenses generally. The Father is adamant that he is willing and able to meet the financial needs of the Children and that, historically, he has done so. In addition, the Father has covered the cost of yearly vacations for the Children, including funding Child A's Spring Break trip.
61. As to Child A, the Father is not opposed to sending to Child A the sum of \$600 each month, directly. It is not immediately clear what Child A is spending the sum of \$600 (or more) on each month. The Mother raised the fact that Child A had exhausted 4 months' worth of

maintenance prematurely, but the Father did not seem concerned by this. Rather, he confirmed his willingness to supplement the maintenance amount provided directly to Child A *as necessary* at the request of Child A.

62. As to Child B, the Father does not oppose continuing to pay to the Mother the sum of \$600 each month in child maintenance. The Father does not support an increase to this amount to cover 50% of Child B's tuition, and/or his extra-curricular activities. Notably, this would result in an increase of \$410 to the monthly maintenance award in respect of Child B. The Father made it clear that he is able to meet these additional costs, but takes the view that these costs should be covered by the Mother from the current maintenance award.
63. Practically speaking, this would leave the sum of \$190, from which the Mother would be expected to cover all of Child B's *other* expenses. In my view, this is unreasonable. If the Father is willing to pay to Child A the sum of \$600 each month, and supplement that amount at the request of Child A, the Father should have no issue contributing 50% of Child B's tuition and extra-curricular activities. For the avoidance of doubt, I consider the Mother's request that the Father cover 50% of Child B's tuition and extra-curricular activities in addition to the currently ordered \$600 per month entirely reasonable and appropriate, bearing in mind the circumstances.
64. In addition, I have noted the Father's willingness to cover the cost of Child B's health insurance, which he estimated would cost approximately \$200 each month. The Father expressed great concern that Child B is not insured. Notably, the circumstances relating to the Children's health insurance coverage have also changed, as both Children were previously insured by the Mother. The Mother's coverage of the Children's health insurance spanned a period of 10 years and 6 years until she changed careers.
65. In the circumstances, I am satisfied that the Consent Order should be varied to include a provision that the Father is responsible for enrolling Child B in an appropriate health insurance plan. The Father shall be solely responsible for these costs.

CONCLUSION

Arrears Application

66. The Court has the power to enforce orders of the Court. For the reasons set out above, the Father shall pay to the Mother the arrears accrued in respect of Child A as at the date of the hearing of the Mother's Applications (i.e. the sum of \$7,800) in 3 installments of \$2,600 each. Payment shall be made to the Collecting Office of the Magistrates' Court on the 1st day of each month, commencing on 1 July 2026, until the arrears are paid in full.

Variation Application

67. I have considered that the parties have liberty to apply with respect to the maintenance provisions in the Consent Order and that section 35 of the Act allows a party to seek a variation. I have also considered that sections 27 (1) (d) and 33 of the Act allow for periodical payments to be paid to the Children together with the factors set out in section 29 of the Act.
68. In respect of Child A, the Father shall pay to the Mother the sum of \$100 each month in child maintenance. As the parties each acknowledge that Child A resides with the Mother when she returns during school breaks, this sum is to account for the Mother's expenses in this regard (i.e. food, shelter). Given Child A's age, the remaining \$500 may be paid by the Father to Child A directly, or used towards her direct expenses, whatever the case may be. The Father shall be responsible for meeting Child A's needs.
69. In respect of Child B, the Father shall pay to the Mother \$600 each month in child maintenance plus 50% of Child B's tuition and the cost of his extra-curricular activities (i.e. the sum of \$410). Should Child B's current tuition increase, each party shall be responsible for 50% of the costs, and the Father's monthly obligation shall be adjusted accordingly, without the need for a further court order.
70. The Father shall also be responsible for maintaining health insurance for Child B. The costs of this premium shall be paid directly to the insurance provider and shall not impact the amount in child maintenance due to the Mother in respect of Child B.
71. The Father shall pay the total sum due in child maintenance in accordance with this Ruling to the Mother (i.e. the sum of \$1,110) to the Collecting Office of the Magistrates' Court on the 1st day of each month, commencing on 1 July 2026. The orders set out in this Ruling shall remain in place until each child completes his or her full-time education, up to a first degree, or until further order of the Court, without interruption. The parties shall continue to have liberty to apply in respect of the maintenance provisions set out in this Ruling upon a change in circumstances.
72. As to the costs of the Mother's Applications, each party shall bear their own costs.

DATED this 22nd day of **June 2026**



CRATONIA THOMPSON
ACTING REGISTRAR