



[2019] JMSC Civ. 22

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE CIVIL DIVISION

CLAIM NO. 2014M02555

BETWEEN	ALBERT MARTINEZ-MARTIN	PETITIONER
AND	RAQUEL ANITA MURCOTT PARKE	RESPONDENT

IN CHAMBERS

Mrs. Michèle Champagnie and Mr. Vincent Henry for the Petitioner

Mrs. Pamela Benka-Coker QC. and Mrs. Debra McDonald for the Respondent

Petition for Dissolution of Marriage – Application for Custody and Maintenance of child – Application for Maintenance of wife – Divorce not yet final – Matrimonial Causes Act - Children (Guardianship and Custody) Act – Maintenance Act

Heard: June 26 and 27, July 25, 2018 and February 22, 2019.

LINDO J.

- [1] On October 27, 2014, the Petitioner, Mr Albert Martinez-Martin brought a petition for the dissolution of the marriage between himself and the Respondent, Ms Parke. The marriage took place in Jamaica on July 30, 2005. The Petitioner is a national of Spain and now resides in the Dominican Republic and the Respondent is a Jamaican national and resides in Jamaica.
- [2] There is one child of the marriage, T, born on July 14, 2006. He resides with the Respondent in Ocho Rios, Saint Ann.
- [3] On July 17, 2017, the Petitioner filed a Notice of Application for Court orders in which he sought orders that joint custody of the child be granted to himself and the Respondent, with care and control to the Respondent and access to him,

including overnight visitation when he visits Jamaica, and having the child travel to visit with him during major school holidays. He also sought an order that he contribute the sum of US\$3,000.00 per month or such lesser sum towards the maintenance of the child, and a declaration that the Petitioner and the Respondent are capable of maintaining themselves.

- [4] By Notice of Application filed on November 9, 2017, Ms Parke sought sole custody, care and control of the child, and maintenance for herself and the child. In her application, she claimed that the Petitioner do pay such sums as the Court may deem reasonable for her maintenance for a period of one year and such sums as the Court may deem reasonable for the child of the marriage until he attains the age of twenty-three [23] years.
- [5] The evidence in support of the Petitioner's case, and in response to the Respondent's counter application, is contained in affidavits filed on October 27, 2014, July 17, 2017, November 23, 2017, January 31, 2018 and two re-sworn affidavits filed on August 31, 2018.
- [6] The evidence in support of the Respondent's case is contained in affidavits filed on April 16, 2015, September 22, 2017 and November 29, 2017.
- [7] When the matter came on for hearing on June 26 and 27, 2018, the two applications were heard together. The affidavits of the parties were admitted as their examination in chief and they were cross examined.
- [8] At the close of the hearing of the evidence, Counsel were ordered to file closing submissions which they did. On July 25, 2018 they made brief oral submissions to the court. I have considered carefully the submissions made, which I found to be of great assistance. I intend no disrespect if in the course of this judgment they are not referenced in detail.

The Issues

- [9] There is now no issue joined between the parties in relation to the application for custody of the child. The question of access to the child however, has to be finalised, and the court needs to determine the issue of the maintenance of the

child and whether the Petitioner should be ordered to contribute towards the maintenance of the Respondent and, if so, the amount of that contribution and the period for which it is to be made.

Custody and access

[10] During the course of the trial, certain concessions were made in relation to custody and access to the child and the court has found on the evidence led, that both the Petitioner and the Respondent are caring and devoted parents. The court has also found that they have always consulted each other in relation to matters concerning the child and I agree with the submission of Counsel for the Respondent, that the parties have displayed an admirable degree of maturity and cordiality...+

[11] The court will therefore grant joint custody to the parties, with care and control of the child to the Respondent. The court is of the view that this is in the best interest of the child.

[12] For the avoidance of doubt, however, the court is minded to make specific orders in relation to access to the child in terms which will provide for more clarity. The Petitioner shall have access to the child on terms and conditions as found by the court to be agreed between the parties in their oral and documentary evidence.

Maintenance

[13] The court now needs to consider the issue of maintenance, and in particular what sum the Petitioner ought to contribute in relation to the maintenance of the child and whether he ought to contribute to the maintenance of the Respondent and, if so, in what amount and for what period.

The Evidence

[14] I will not rehearse the details of the evidence presented by the parties, but will highlight aspects which I found crucial in coming to a determination.

- [15]** Ms Parke has itemised her expenses in relation to the child and to a limited extent for herself, in her affidavit sworn to on September 21, 2017. This amounts to US\$7,246.00. This sum includes school fees, medical expenses and sundries. She has also stated that in order to properly maintain the child, she would require US\$6,500.00, as well as all school related expenses up to university level, and local and overseas health insurance coverage.
- [16]** She has led evidence that she does not now have the capacity to maintain herself or her child. She states that she is a director of a company, Ochi Trolley Tours Limited, from which she should earn US\$1,000.00 per month, but has not been collecting a salary from the company as she spent the last three years working at starting the business with her family which started with its first guests on December 12, 2017. She also states that she was an art director of films, she is a writer, she has experience in marketing and she has a Bachelor of Arts Degree in Philosophy.
- [17]** In cross examination, she denied that because she is a single mother she cannot take a traditional 9am to 5pm job, agreed that she has the capability to work and said she would be willing to, if she could get a job while her business comes on stream. She also stated that from February 2013 to the present, she has not sought employment outside of the current business.
- [18]** Ms Parke also stated that if she received US\$5,000.00, the gap would have been filled by the funds she received from the sale of Ellacott Mews until she started to receive a profit from her business venture.
- [19]** Mr Martinez-Martin has contested the sum claimed by Ms Parke in respect of herself and the child and has provided his version of what the maintenance payment should be. In his re-sworn affidavit filed on January 31, 2018, he provides a breakdown of the expenses as claimed by the Respondent, points out that the sum of \$3,203.00 would be attributable to the Respondent's expenses and that the half share of the child's expenses would amount to \$2,021.50. He therefore contends that his contribution of \$3,000.00 is fair and reasonable.

- [20] He states that he is a Film Producer and President of Lantica Media and his current income is US\$180,000.00, plus benefits. He indicates that his children are covered under health insurance provided by his company and this includes an international plan. He says he does not now own a home, but there is a property in Spain, which is registered in his name although his father is entitled to the beneficial interest.
- [21] He has provided evidence of bank accounts which he operates and states that he has no bank loans, but that he owes US\$2,400.00, combined, on credit cards. He lists his expenses, per month, as totalling US\$10,350.00, to include the sum of US\$1,200.00 as travel for/with the child and states that he has two other children.
- [22] In cross examination, he stated that his partner is a professional who is employed and earning 50,000.00 pounds per year.

The Submissions

- [23] Counsel for the Petitioner submitted that there were inconsistencies in the Respondent's evidence as to the monthly cost of supporting herself and the child. She pointed out that, in her affidavit filed September 22, 2017, the Respondent said that the full cost of running their home (and expenses) was now close to US\$8,000.00 per month, noted that she indicated that she was willing to accept US\$5,000.00 per month in 2018, when she was slated to be paid US\$1,000.00 per month, but does not say from where the additional US\$2,000.00 would be sourced.
- [24] Ms Champagne analysed the items of expenses put forward by the Respondent and expressed the view that the figures stated were unreliable. She submitted that the true total cost to maintain T... and his mother and to pay all their medical, dental, optical and health insurance etc is on a balance of probabilities US\$6,000.00.
- [25] Queen's Counsel, on behalf of the Respondent, submitted that the monthly expenses set out on behalf of herself and the child are reasonable in the context of this case and urged that the court in evaluating the evidence, look

at the relationship between the parties and their marriage from the time they resided in the United Kingdom up until the time that they went to live in the Dominican Republic +

[26] She examined the assets and expenses of the Petitioner and noted that he did not account for earnings or contribution of his partner and that he produced %o documentary trail that corroborates his testimony.+

The Law and Discussion

[27] The court is empowered to entertain the applications and to make orders for maintenance pursuant to the **Matrimonial Causes Act, 1989 (MCA)** and the **Maintenance Act 2005 (MA)**

[28] Parents have an equal financial obligation under the law to maintain their unmarried children who are minors, and, by virtue of Section 8(1) of the **MA**, this obligation is %o the extent that the parent is capable of doing so+. Section 9(1) provides as follows:

“A maintenance order for the support of a child

(a) Shall apportion the obligation according to the capacities of the parents to provide support; and

(b)

(2) In considering the circumstances of a dependant who is a child, the Court shall have regard to the following matters in addition to the circumstances specified in section 14(4)-

(a) That each parent has an obligation to provide support for the child;

(b) The child’s aptitude for, and reasonable prospects of, obtaining an education; and

(c) The child’s need for a stable environment.”

[29] The circumstances specified in section 14(4) are stated as follows:

“In determining the amount and duration of support, the Court shall consider all the circumstances of the parties including the matters specified in section 5(2), 9(2) or 10(2), as the case may require, and-

- a. *The respondent's and dependant's assets and means;*
- b. *The assets and means that the dependant and respondent are likely to have in the future;*
- c. *The dependant's capacity to contribute to the dependant's own support;*
- d. *The capacity of the respondent to provide support;*
- e. *The mental and physical health and age of the dependant and the respondent and the capacity of each of them for appropriate gainful employment;*
- f. *The measures available for the dependant to become able to provide for the dependant's own support and the length of time and cost involved to enable the dependant to take those measures;*
- g. *Any legal obligation of the respondent or the dependant to provide support for another person;*
- h. *The desirability of the dependant or respondent staying at home to care for a child;*
- i. *Any contribution made by the dependant to the realization of the respondent's career potential;*
- j. *Any other legal right of the dependant to support other than out of public funds;*
- k. *The extent to which the payment of maintenance to the dependant would increase the dependant's earning capacity by enabling the dependant to undertake a course of education or training to establish himself or herself in a business or otherwise to obtain an adequate income;*
- l. *the quality of the relationship between the dependant and the respondent;*
- m. *Any fact or circumstance which, in the opinion of the Court, the justice of the case requires to be taken to account."*

[30] With regard to the maintenance of the child, the parties have shown that they are capable of making decisions together in relation to the welfare of the child and although they are granted joint custody, it is the Respondent who has care and control of the child and it is clear that there are expenses related to caring for the child.

- [31] It is therefore necessary to determine the financial capacities of the parties and whether the sum claimed by the Respondent can be regarded as reasonable in the circumstances, or whether the figure suggested by the Petitioner as the amount he can afford should be preferred. In so doing, this court will examine the monthly expenses for the child, the means of the parties and any other circumstances which the justice of the case requires to be taken into account.
- [32] I have taken a critical look at the monthly expenses as claimed by the Respondent in relation to the child, and I bear in mind that any sum payable by the Petitioner must be shown to be expenses reasonably necessary for the child's welfare and I hasten to add that the child should be allowed to continue to live in a manner that he had become accustomed and not be unjustly deprived as a result of the breakdown in the relationship between the parties.
- [33] In **McEwan v McEwan** [1972] 2 All ER 708, the Court of Appeal held that when assessing whether the sum to be paid for maintenance is reasonable in all the circumstances of the case, the justices were entitled to take into account, not only the husband's actual earnings, but also his potential earning capacity.
- [34] Persuaded by that authority, I believe that in the circumstances of this case, the present income of the Petitioner and his potential earning capacity, as well as the potential earning capacity of the Respondent should be considered. I have also borne in mind that there will be miscellaneous expenses which may have to be borne by the Respondent, being the party with care and control of the child.
- [35] In relation to spousal maintenance, pursuant to Section 4 of the MA, there is a mutual obligation on a spouse so far as he or she is capable and to the extent that maintenance is necessary to meet the reasonable needs in circumstances where the other spouse cannot practicably meet the whole or any part of those needs. The section sets out the requirements to be met by an applicant seeking maintenance from a spouse and reads as follows:

"Each spouse has an obligation, so far as he or she is capable, to maintain the other spouse to the extent that such maintenance is necessary to meet the reasonable needs of

the other spouse, where the other spouse cannot practicably meet the whole or any part of those needs having regard to-

(a) the circumstances specified in section 14(4); and

(b) any other circumstance which the justice of the case requires to be taken into account.”

[36] Section 5 which is also applicable and relevant in these proceedings, states:

“(1) A maintenance order for the support of a spouse shall-

(a) contain such provisions as will ensure that the economic burden of child support is shared equitably;

(b) make provisions as the court considers fair with a view to assisting the spouse to become able to contribute to that spouse’s own support

(2) In determining the amount and duration of support to be given to a spouse under a maintenance order, the Court shall have regard to the following matters in addition to the matters specified in section 14(4)-

(a) the length of time of the marriage or cohabitation;

(b) the spouse’s contribution to the relationship and the economic consequences of the relationship for the spouse;

(c) the effect of the responsibilities assumed during the marriage or cohabitation on the spouse’s earning capacity;

(d) the spouse’s needs, having regard to the accustomed standard of living during the marriage or cohabitation;

(e) whether the spouse has undertaken the care of a child of eighteen years of age or over who is unable, by reason of illness, disability or other cause, to care for himself;

(f) any housekeeping, child care or other domestic service were devoting the time spent in performing that service in remunerative employment and were contributing the earnings to the family’s support;

(g) the effect of the spouse’s child care responsibilities on the spouse’s earnings and career development;

(h) the terms of any order made or proposed to be made under the Property (Rights of Spouses) Act in relation to the property of the parties;

(i) the eligibility of either spouse for a pension, allowance or benefit under any rule, enactment, superannuation fund or scheme, and the rate of that pension, allowance or benefit.

[37] Section 20 of the MCA now provides as follows:

“20.-(1) On any decree for dissolution of marriage the court may, if it thinks fit-

- a) *Order a spouse, (hereinafter in this section referred to as the contributing spouse) to secure to the other spouse (hereinafter in this section referred to as the dependant spouse), to the satisfaction of the court-*
 - i. *Such gross sum of money; or*
 - ii. *Such annual sum of money for any term not exceeding the life of the dependant spouse, as having regard to the means of the dependant spouse, the ability of the contributing spouse and to all the circumstances of the case, the court thinks reasonable.*
- b) ...
- c) ...

*And on any **petition for dissolution of marriage** the court shall have power to **make interim orders** for such payments of money to the dependant spouse as the court may think reasonable. (My emphasis)*

- (2) *In any such case as aforesaid the court may, if it thinks fit, by order, either in addition to or instead of an order under subsection (1), direct the contributing spouse to pay to the dependant spouse during their joint lives such monthly or weekly sum for her maintenance and support of the dependant spouse, as the court may think reasonable.*
- (3) *If, after any such order has been made, the court is satisfied that the means of either or both of the parties have changed, the court may, if it thinks fit, discharge or modify the order, or temporarily suspend the order as to the whole or any part of the money ordered to be paid, and subsequently revive it wholly or in part as the court thinks fit.*
- (4) *An order made under subsection (1) (a) or (2) shall have regard to the matters specified in section 14(4) of the Maintenance Act.”*

[38] Section 22 provides as follows:

“22. When a petition for dissolution or nullity of marriage has been presented, proceedings under section 20 or section 23(2) may, subject to and in accordance with rules of court, be commenced at any time after the presentation of the petition:

Provided that no order under any of the sections referred to in this section (other than an interim order for the payment of money under section 20) shall be made unless and until a decree

nisi has been pronounced, and no such order, ...shall take effect unless and until the decree is made absolute."

[39] In the instant case, no decree for the dissolution of the marriage has been pronounced. So far, only a petition has been presented and the issues relating to the maintenance, care and upbringing of the relevant child need to be addressed. The proceedings having been commenced by the Petition, and applications under consideration having been filed subsequently, the court is empowered to make an order for maintenance of the Respondent, but this jurisdiction is limited to making an interim order until a decree nisi or decree absolute has been granted.

[40] I find support for this position from the judgment of Brown J in **Suzette Hugh Sam v Quentin Hugh Sam** [2015] JMMD FD1, where, at paragraph [53] he states:

"the court's power to make financial provisions on any decree for dissolution of marriage is derived from section 20 of the Matrimonial Causes Act (MCA) Under section 22 of the MCA proceedings under Section 20 may be commenced at any time after the filing of the petition for dissolution of marriage. However, under the proviso to section 22 only an interim order may be made prior to the pronouncement of the decree nisi. Therefore, I am in general agreement...that the court is presently confined to make only an interim order for maintenance..."

[41] In the **Hugh Sam** case, also, the learned judge outlined what a judge looks for when considering whether to award maintenance to a former spouse. At paragraph [52] of his judgment, he states:

"[52] It must be demonstrated by evidence, firstly that the spouse who is tasked with the responsibility of spousal maintenance has the capability to fulfil that role. Secondly, the claimed maintenance must be demonstrably necessary. Thirdly, the needs being considered must meet the bar of reasonableness. Finally, the evidence must show that it is impractical for the spouse to wholly or partially satisfy those needs."

[42] In the case of **Alfred Robb v Beverley Robb**, Claim No 2005/D01148, unreported, delivered December 11, 2009, a case cited by Counsel for the Respondent, in which an award of maintenance was made to the wife, E. Brown

J (Ag.) (as he then was), after stating the legal basis of an application for an order for spousal maintenance, as set out in section 4 of the Act, at paragraph 18 of his judgment, had this to say:

“The obligation to maintain the other spouse is, in the first instance latent. It is activated by the inability of the other spouse to maintain himself or herself. So, the court has to make, as a condition precedent to a maintenance order, a threshold finding that the dependant spouse cannot practicably meet the whole or part of her reasonable needs...”

- [43]** I therefore find that the starting point in determining whether the Petitioner is to be ordered to contribute to the maintenance of the Respondent, is to determine what the reasonable needs of the Respondent are and whether she is able to meet the whole or part of those needs, and then assess the Petitioner's capability to provide maintenance to the extent that is necessary to meet her reasonable needs.
- [44]** The issue in relation to maintenance of the Respondent, I find, has to do with what her reasonable needs are, considered against her ability to meet those needs and the Petitioner's ability to provide support to assist in meeting those needs. I also bear in mind the other considerations as set out in section 14(4) of the MA.
- [45]** On the evidence presented, it is not clear whether the Respondent has started earning from her business venture as her evidence is that she expects to earn US\$1,000.00 per month from January 2018+. I bear in mind her contention that she has had to use credit cards, sometimes up to the maximum credit limit, to pay expenses and note that she still has her half share of proceeds of sale of the Ellacott Mews property which she received in 2017.
- [46]** The expenditure which she has set out is that for the household as well as to include expenses for the child. She has not demonstrated with sufficient clarity that she is unable to meet her reasonable needs notwithstanding having provided bank statements in relation to a savings account she operates with the Bank of Nova Scotia which shows there was deposit of \$6,000.00, and in July, the sum of \$250,000.00, representing the deposit by the Petitioner of the

initial sum agreed for maintenance and the half proceeds of the sale of Ellacott Mews.

- [47]** She has also not presented any evidence to show she has any substantial monthly expenses or that she has incurred any debt as a result of the separation, although, she has stated that she has credit card debts. I note also that none of the items in the list of expenses provided by the Respondent, is supported by any documentary evidence with the exception of the savings account summary and credit card statements which only provide some insight into expenses for groceries and petrol, among other things, which are expenses of the child as well.
- [48]** She has not provided any sufficient evidence to indicate what her reasonable needs are, but I find on the evidence of both parties that the Petitioner has singlehandedly, over the years, maintained the household, including providing for her and maintained the child. I therefore find it reasonable to conclude that her monthly expenses would consist of the usual grocery and household expenses, as well as transportation expenses and other expenses as have been claimed in respect of maintenance of the child, in view of the fact that it is clear that she also benefitted from the sum that was being contributed by the Petitioner.
- [49]** I find that the fact that the Respondent stayed home and cared for the child and the household when they resided in London and in the Dominican Republic, her earning capacity then was diminished, but that she contributed to the household and assisted in the Petitioner being able to realize his career potential. I note that the Petitioner agreed that the fact that the Respondent stayed home and took care of the child has a financial value.
- [50]** I also find that during the subsistence of the marriage the Respondent was at a disadvantage in her ability to seek gainful employment while she resided in England. Although she agreed, under cross examination, that she has the capability of maintaining herself, if she gets a job, I note that in relation to seeking employment, the Respondent seems to wish to wait until the company,

for which she is a Director, becomes fully operational or has restricted herself to directorship of the family business.

- [51] I bear in mind the evidence of the Petitioner that in addition to what he earns, he receives allowances, but he has given no indication of how much this is. There is no documentary proof of his assets or liabilities except unsubstantiated bank statements for accounts held at various banks. There is nothing to show what his true income is and there is no documentary proof of the salary of his partner and neither is there any documentary evidence of his present expenses.
- [52] I find, on the whole, that both parties have not made full and frank disclosure to the court in relation to their assets, or liabilities, for that matter and I bear in mind dicta from the Privy Council case of **Bromfield v Bromfield** [2015] UKPC 19, which indicate that in discharging its statutory duty pursuant to the Maintenance Act, the court should seek to obtain credible information in relation to the income and expenditure of the parties.
- [53] I have taken into consideration the duration of the marriage and the fact that during its subsistence the Respondent depended solely on the Petitioner for her financial upkeep and that after the breakdown, the Petitioner contributed \$6,000.00 towards the maintenance of the Respondent and the child and that this continued until he filed the application for court orders on July 17, 2017, when he reduced the sum to \$3,000.00. I find that at the time he was making the payments of \$6,000.00 he already had a new family with two young children who he has a legal responsibility to maintain.
- [54] In considering the future assets of the parties, I find that the Respondent is capable of obtaining a job and to receive a salary, even if from the business venture. I also bear in mind that the parties have shared the proceeds of Ellacott Mews property, and I find on the evidence that they do not now own their own homes. The Respondent has not shown that she has spent her proceeds of Ellacott Mews, while the Petitioner claims to have used his portion to provide for the maintenance of the Respondent and the child although in his evidence he also states that he has US\$116,262.62 left, which is the sum said to be the balance in the bank account listed as BHD Panama.

[55] I have considered the relevant factors in the statutory provisions and have taken cognizance of the fact that on the evidence, I find that the Respondent is not employed and does not have an income presently, but has been able to meet her reasonable needs from the monthly contribution of the Petitioner.

[56] I conclude that the Petitioner has the capacity to provide for the maintenance of their child and that the capacity of the Petitioner to provide maintenance for the child is far greater than that of the Respondent, which on the evidence, at present appears to be non-existent. I am also prepared to make a finding that the Respondent has been unable to satisfy her reasonable needs as she has been wholly dependent on the Petitioner from the time she migrated to England, when they lived in the Dominican Republic and to date, as there is no evidence that she is gainfully employed, but I bear in mind that she still has her share of the proceeds from Ellacott Mews. I am therefore prepared to make an interim order for maintenance to be paid by the Petitioner to the Respondent

[57] I have considered the present circumstances of the Petitioner, bearing in mind that he has a new family and two other children and has a legal responsibility to contribute to their maintenance. I find the dictum of Panton P in **Bromfield v Bromfield** [2012] JMCA Civ 62 at [36] to be instructive, (notwithstanding that in this case the marriage has not yet been dissolved). President Panton stated as follows:

%Where a marriage has been dissolved and one of the parties has remarried and thereby taken on further responsibilities including children, it ought not to be expected that that party will ordinarily continue to maintain the other party...indefinitely+

[58] The evidence on the whole shows a picture of a marriage during which the Petitioner has been the sole contributor in financing his family, the Respondent being dependent on him from the time they migrated to England in 2003, to date. I also find on the evidence that the Respondent has the potential to earn an income.

[59] In assessing the amount to be awarded, I have taken into account the potential earning capacity of the Respondent as well as the means/income of the Petitioner and his ability to pay and his potential earning capacity. I am of the

view that the sum of US\$800.00 per month would be a reasonable sum for the Petitioner to contribute to the Respondent towards her reasonable living expenses, in the interim and until the decree absolute is granted.

[60] I have also concluded, on the evidence presented, that the sum of US\$4,000.00 per month would provide adequate maintenance (inclusive of educational and other expenses,) for the child and that this sum is within the Petitioner's capacity to pay.

Disposition

1. Applying the principles from the authorities, along with the statutory provisions, including such matters as the requirement that the responsibility for maintenance (of a child) be borne equally to the extent possible, having regard to the means of the parties and other relevant factors and having regard to considerations of what is fair and just in all the circumstances, the court makes the following orders:
2. Joint custody of the child T born on July 14, 2006 is granted to the Parties with care and control of child to the Respondent
3. Access to the said child T is granted to the Petitioner at times to be mutually agreed by the Parties, including but not limited to the following:
 - i. the Petitioner shall have the said child stay with him including overnight visitation when the Petitioner visits Jamaica
 - ii. the Petitioner shall be entitled to have the said child T travel to visit with him for half all major school holidays and shall give at least three weeks notice of the dates during those holidays that he proposes to have T with him and shall have further access to the said child on such other days and times as are mutually agreed including Christmas day.
 - iii. the Petitioner shall purchase airline tickets for the child to visit with him overseas or to take the child on trips to visit other places and persons overseas and shall do so during major school holidays
 - iv. The Respondent shall provide her consent in writing, for immigration purposes, to allow the child T to go on trips to, or with the Petitioner

- v. The Petitioner shall pay the full cost of the child's accommodation, food and entertainment while the child is with him on holidays and shall not reduce or pro-rate the monthly contribution paid to the Respondent for the maintenance of the child on the basis that the child was with him during any particular period.
 - vi. The Petitioner shall come to Jamaica to accompany the child to depart from or return to Jamaica until such time as the parties mutually agree that the child can travel on his own
4. The Petitioner shall pay to the Respondent, the sum of US\$4,000.00 per month, towards the maintenance of the said child, inclusive of educational, medical, dental and optical expenses commencing on the 1st day of March 2019 and thereafter on or before the 1st day of each succeeding month until the child attains the age of 18 years or until he attains the age of 23 years, provided he is enrolled in a tertiary institution.
 5. The Petitioner shall pay to the Respondent the sum of US\$800.00 per month towards her maintenance, in the interim, commencing on the 1st day of March, 2019 and thereafter on or before the 1st day of each succeeding month until the decree absolute is granted.
 6. Each party will bear his/her costs of the applications.
 7. There shall be liberty to apply.