IN THE EASTERN CARIBBEAN SUPREME COURT
THE HIGH COURT OF JUSTICE
ANTIGUA AND BARBUDA

CLAIM NO.: ANUHCMT2004/0112

BETWEEN

JOAN ABBOTT

Petitioner

AND

DANE ABBOTT

Respondent

Appearances:

Mrs. C. Debra Burnett for the Petitioner
Mr. Collin Derrick for the Respondent

2012: September 5

RULING

BACKGROUND

[1] REMY J.: The Petitioner Joan Abbott and the Respondent Dane Abbott were married to each other on the 22nd day of December 2001. There are two children of the marriage, namely (a) Diego Abbott, born to the Petitioner and the Respondent on the 7th September, 1996 and (b) Davile Abbott, formerly Davile Payne, born on the 20th May 1986 to the Petitioner and her first husband. Davile Abbott was adopted by the Petitioner and the Respondent on the 28th March 2003.

[2] The marriage between the Petitioner and the Respondent ended in divorce on the 2nd day of May 2006.

[3] On the 28th February 2005, pursuant to an application made by the Petitioner, the Court made an Order, inter alia, that:-

i. The Respondent do pay to the Petitioner the sum of $5,500.00 per month for the maintenance and education of the child Diego Abbott.

ii. The Respondent do pay to the Petitioner the sum of US $13,299.00 per year for the education of the child Davile Payne on or before the 15th day of April, 2005.

THE PRESENT APPLICATION

[4] On the 16th December 2011, the Petitioner filed an application, seeking an Order that the Order made on the 28th day of February, 2005 (hereinafter referred to as the "Original Order") be varied as follows:-

(i) The Respondent do pay to the Petitioner the sum of $7,500.00 per month for the maintenance and education of the child Diego Abbott.

(ii) The Respondent do pay to the Petitioner the sum of US $14,800.00 per year for the education of the child Davile Abbott together with the sum of US $3,000.00 per month for the maintenance of the said child until she completes her tertiary education.

The Petitioner also asked that the Respondent pay the costs of the application.

[5] The Petitioner filed an Affidavit in support of her application on the 16th December 2011. The Respondent filed an Affidavit in Reply on the 24th February 2012. An Affidavit was also filed on the 1st day of June 2012 by Davile Abbott, on behalf of the Petitioner. The matter came up for hearing on the 26th day of June 2012. The Petitioner and the Respondent were cross examined, as well as Davile Abbott. At the close of the hearing, the Court ordered that Counsel file written submissions within 14 days.

[6] At the date of writing this judgment, neither Counsel had complied with the Order of the Court made on the 26th day of June 2012, and have both failed to file submissions in this matter.

[7] In paragraph 3 of her Affidavit, the Petitioner deposed, "Since the making of the order, circumstances relative to my means have changed as well as the needs of both children."

[8] The Petitioner further deposed in paragraph 14 of her Affidavit as follows:-

> "I verily believe that the change in circumstances of our son Diego is sufficient to warrant an increase which I am aware the Respondent can well afford. Further I verily believe that the Respondent should be made to resume payment for our daughter so that she may complete her tertiary education."

[9] Under cross-examination, the Petitioner testified that she accepted that the expenses which she claimed in February 2005 (the original application) were greater than those which she claimed in her present application. She agreed that the difference in the expenses was $ 2,148.61. She also accepted that her present expenses were less. She admitted that according to her Affidavit of 16th December, 2011, the expenses for Diego amounted to $2,456.66.

THE STATUTORY FRAMEWORK

[10] I now set out the relevant statutory material relative to this application, all of which fall within the Divorce Act 1997 (the Act).

[11] The power to vary is contained in section 15 of the Act. Section 15(1) of the Act, with which this application is concerned, reads thus:-

> 15(1) - "A court of competent jurisdiction may make an order varying, rescinding or suspending, prospectively or retroactively,

(a) A support order or any provision thereof on application by either or both former spouses; or
(b) ……"

[12] Section 2 of the Act defines "support order" as an "order made under subsection 13(2)". Subsection 13 (2) states that:-

> "(2) A court of competent jurisdiction may, on application by either or both spouses, make an order requiring one spouse to secure or pay, or to secure and pay, such lump sum or periodic sums, or such lump sum and periodic sums as the court thinks reasonable for the support of
>
> a) The other spouse;
> b) Any or all children of the marriage, or
> c) The other spouse and any or all children of the marriage."

[13] The Court, therefore, has jurisdiction to vary the Original Order.

[14] The Divorce Rules 1998 (the Rules) govern the procedure for making an application for variation of an Order made under Section 15(1) of the Act. Section 23 of the Rules states that such an application shall be by way of summons.

[15] Section 24 of the Rules states that an Affidavit in support of the application shall set out:-

(a) "the place or ordinary residence of the parties and the children of the marriage;
(b) the current marital status of the parties
(c) particulars of the change in circumstances relied on
(d) particulars of current custody and access arrangements and of any proposed change
(e) particulars of current support arrangements and any proposed change
(f) particulars of any arrears of support under an order or agreement; and
(g) particulars of any efforts made to mediate the matters in issue or of any assessment made in relation to custody or access."

[16] Section 15 (4) of the Act provides for the manner in which the Court is to proceed on an application for a variation. That subsection reads:-

> "(4) - Before the court makes a variation order in respect of a support order, the court shall satisfy itself that there has been a change in the condition, means, needs or other circumstances of either former spouse or of any child of the marriage for whom support is or was sought occurring since the making of the support order or the last variation order made in respect of that order, as the case may be, and, in making the variation order the court shall take into consideration that change."

ANALYSIS

[17] I first wish to make the following observations. At the hearing of the application, I had an opportunity to see and hear the parties and to observe their demeanour. Dr. Abbott impressed me as a credible and straightforward witness who had done his best since the granting of the Original Order to honour his obligations to his children. Mrs. Abbott was much less impressive as a witness. Under cross-examination, she appeared hostile and confrontational and her demeanour was in sharp contrast to that of Dr. Abbott.

[18] I will now deal with the evidence presented to the Court by way of Affidavits and cross examination of the parties. I will then discuss the application before the Court firstly with respect to Diego and then with respect to Davile.

DIEGO

[19] In paragraph 7 of her Affidavit, the Petitioner states:- "I am unable to meet the additional expenses for Diego as costs of living in general has increased as well as both our expenses overall. I therefore require further assistance from the Defendant who has the means to so contribute."

[20] The Petitioner grounds her application for a variation order with respect to Diego based on the following:-

(a) At the time of the making of the order (the original order), Diego was 8 years old and was attending the St. John's Catholic Primary School where the school fees were $750.00 per term. Diego is now 15 years old and attends the St. Joseph's Academy where school fees are $1,725.00 per term.

(b) Diego is required to take extra lessons at school in preparation for the CXC exams and is required to pay the sum of $1,000.00 per month for the same.

(c) The costs of Diego's uniforms have increased as well as school supplies and that whereas she previously paid on average $1,000.00 per year for the said supplies, she now spends on average $800.00 per term. Further, that each year, Diego goes on summer vacation and that they travel to the United States to see family and friends.

[21] According to the Petitioner, the recurring monthly expenses with respect to Diego are as follows:-

Diego:

School Fees	$ 575.00 ($1,725 per term)
Lessons	$ 1,100.00
School related expense (uniforms	
Books, shoes, bag, stationery etc.)	$ 200.00 ($ 2,400.00 per year)
Barber	$ 40.00
Cellular phone	$ 50.00
Gym	$ 100.00
Vacation	$ 166.66 ($2,000.00 per year)
Clothing	$ 225.00 ($2,700.00 per year)

[22] The Petitioner states that the recurring monthly expenses with respect to Diego and herself are as follows:-

Diego & Me:		
Food	$ 2,000.00	
Rent	$ 2,500.00	
Utilities: Electric	$ 500.00	
Water	$ 170.00	
Cable TV	$ 85.00	
Cellular Phone	$ 100.00	
Gym	$ 100.00	
Cooking Gas	$ 25.83	($ 155.00 every 6 moths)
Car Loan	$ 1,107.00	
Car Insurance	$ 208.33	($ 2,500.00 per year)
Licensing of Motor Car	$ 37.50	($ 450.00 per year)
Servicing of vehicle	$ 100.00	($ 300.00 per quarter)
Fuel	$ 400.00	
Travel with Diego	$ 166.66	($2,000.00 per year)
Miscellaneous	$ 500.00	
	$10,456.98	

[23] As stated in paragraph 9 above, under cross-examination, the Petitioner admitted that according to her Affidavit of 16th December, 2011, the expenses for Diego amounted to $2,456.66.

[24] The Petitioner further admitted and accepted that she currently receives from the Respondent the monthly sum of $5,500.00 for Diego; that this leaves her with an excess of $3,043.34 per month – after deduction of the expenses of $2,456.66.

[25] With respect to the increase in monthly maintenance sought by the Petitioner with respect to Diego, the Respondent states that:-

(a) As far as his financial obligations to Diego is concerned, as at the date the Order was made, he considered his contribution to be generous and more than adequate as he was eight years old at the time. His contribution of $5,500.00 per month was excessive but he was satisfied in the circumstances that his income could meet the obligation and he has satisfied it to date.

(b) If he were to accept as accurate (which he does not) the expenses set out solely for Diego as outlined in paragraph 5 of the Petitioner's Affidavit, the expenses total $2,456.66 per month. His current obligation therefore adequately satisfies that demand and there is an excess of $3,043.34 remaining, which sum is a significant contribution to his upkeep in respect of food, rent and utilities.

[26] Under cross examination, the Respondent testified that he accepted that at the date of the original Order, Diego was 8 years old and that his school fees were much less than they presently are, since Diego is presently in 4th Form and is now preparing for the CXC exams. He testified that Diego takes extra lessons, because Diego told him so, although the Petitioner had not done so. He stated, however, that he has no objections to contributing to the expense of Diego's extra lessons. He further stated that he accepted that Diego's present financial needs "would certainly be different from when he was 8 years old", and that it was fair to say that there would be an increase in Diego's maintenance and upkeep.

[27] Under re-examination, the Respondent testified that as far as he was concerned, his present commitments to Diego's maintenance "more than adequately" covers the additional cost of financing Diego's extra lessons.

DAVILE

[28] The Original Order (dated 28th February 2005) with respect to Davile is as follows:-

> "The Respondent do pay to the Petitioner the sum of US $13,299.00 per year for the education of the child Davile Payne on or before the 15th day of April, 2005."

[29] Davile is now 26 years old. The Order which the Petitioner now seeks with respect to Davile is as follows:-

> "The Respondent do pay to the Petitioner the sum of US $14,800.00 per year for the education of the child Davile Abbott together with the sum of US $3,000.00 per month for the maintenance of the said child until she completes her tertiary education."

[30] The evidence before the Court with respect to Davile, as can be gleaned from the Affidavit of the Respondent filed on the 24th February 2012, in which he deposes as follows:-

a) In 2003, when Davile was 17 years old, he agreed to fund her tertiary education in respect of a four (4) year Bachelor of Science undergraduate degree course at St. Mary's University in Halifax, Nova Scotia, Canada. He had attended St. Mary's University and so did his two eldest daughters from his first marriage. He secured a loan from his bankers to finance Davile's studies.

b) At the conclusion of her first year of studies, Davile returned to Antigua for the summer holidays. At that time the Petitioner and himself were estranged. Unknown to him, Davile did not resume her second year of studies at St. Mary's University, but instead travelled to the USA to reside with relatives of her biological father, the Petitioner's first husband.

c) Further, unknown to him, sometime in or around November 2004, the Petitioner and Davile sought and obtained Davile's admission to San Jacinto College in Houston, Texas, USA, as a transfer student from St. Mary's University to

resume her tertiary degree programme. The Petitioner then petitioned the Court and obtained the Order (the Original Order) compelling him to pay US $ 13,299.00 per annum to enable Davile to complete her tertiary education at San Jacinto College. He then sought and obtained a loan from his bankers to finance Davile's attendance at San Jancinto College.

d) In pursuance of the Order of the Court, he made payments to the Petitioner of the above sum of US $13, 299.00 in the years 2005, 2006 and 2007. The total sum paid was US $ 39,897.00.

e) After the payment in the year 2007, he had no further communication with the Petitioner nor Davile.

[31] The Respondent further deposed that, in the absence of any communication from the Petitioner or Davile, he assumed that Davile had completed her studies "at the said University", and that his agreement to fund her tertiary education for four years had been satisfied. He states that, some four years later and now that his daughter is 25 years old, he received a request from the Petitioner's Attorneys-at-Law, under cover of a letter dated 17th October, 2011, "requesting his concurrence in funding another degree programme in Nursing for Davile at another University, namely Florida International University, for a further three years at a cost of US $50,000.00 per annum."

[32] The Petitioner in her Affidavit states as follows:-

a) At the time of the making of the Order on 28th February 2005, (the Original Order), Davile was accepted at San Jacinto College in Texas where she was expected to commence in August, 2005.

b) Owing to the "Respondent's delinquence in paying as ordered by the Court", Davile could not pay the tuition and had to pursue acceptance in other colleges.

c) Davile was then accepted at the Florida Memorial University where she begun a course of study in Biology and Nursing. Because it was a dual degree

programme, she was transferred to the Florida International University where she presently attends to complete her degree in Nursing over the next three (3) years. The costs for the same is US $14,800.00 per year.

d) Apart from the annual tuition fee, Davile is required to pay for her room and board and daily maintenance. The recurring monthly expenses of the same are US $3,025.33, made up as follows:-

Room & Board	US $	1,000.00
Cable & Internet	US $	70.00
Electricity	US $	60.00
Telephone	US $	100.00
Food	US $	500.00
Gym	US $	25.00
School related expense	US $	600.00
Transportation	US $	100.00
Clothing	US $	66.00 ($800.00 per year)
Travel (to Antigua)	US $	58.33 ($700.00 per year)
Miscellaneous	US $	500.00
Total		US $ 3,025.33

[33] The Respondent opposes the Petitioner's application for a variation of the Original Order with respect to Davile. He deposes in paragraph 11 of his Affidavit that he considers the Petitioner's further request in respect of Davile to be "unreasonable, unconscionable and an abuse of the process of the Court." He deposes further: "… In any event I am not in a position to entertain the request as my current financial indebtedness to my bankers could not absorb this further obligation." The Respondent states that he has satisfied his financial obligation to fund Davile's tertiary education for four (4) academic years namely: 2003 to 2004; 2005 to 2006; 2006 to 2007; 2007 to 2008; the total cost of which has been US $ 58,416.00

[34] In paragraph 16 of his Affidavit, the Respondent re-iterates his position as follows:-

> "In the premises, I further contend that I have funded the tertiary education of my said adopted daughter for four (4) years at a cost of Fifty eight Thousand Four Hundred and Sixteen United States Dollars (US $58,416.00) and it is unreasonable, unconscionable and an abuse of the process of the Court for the Petitioner to seek the further assistance of this Honourable Court to compel me to renew the funding of further undergraduate degree studies for a further three (3) years at a cost of One Hundred and Fifty Thousand United States Dollars (US $150,000.00) a financial imposition I would be unable to satisfy having regard to my current financial predicament and my earning capacity in the current economy of Antigua and Barbuda."

[35] Under cross-examination, the Respondent testified that when he made his last payment to the Petitioner for Davile's tuition, his position was that he had completed his obligation to provide her with her undergraduate studies for four (4) years.

FINDINGS

[36] It is a fact of life that, as children grow older, so will the expenses relating to their maintenance and upkeep increase. It is therefore axiomatic that their needs will also increase. However, on the breakdown of the marriage, the maintenance and upkeep of children remains the responsibility of BOTH (my emphasis) parents, not just one parent. Not only is this a concept which must seem instinctively fair and equitable, but, as stated in paragraph 44 below, Section 15(8) of the Divorce Act requires the Court, in exercising its discretion as to whether to make a variation of an order for support, to "recognize" the "joint financial obligation" (my emphasis) of the former spouses to maintain the child, or, as in the instant case, the children.

[37] The Petitioner deposed in her Affidavit that "circumstances relative to her means have changed". However, there is no evidence of a change in these circumstances in her evidence before the Court. All that the Petitioner states in her Affidavit is that she is employed with the Ministry of Tourism as a Hospitality Officer and earns a monthly salary of $3,173.34. She does not state what the "circumstances" are relative to her means and/or how they have changed since the making of the original Order. She does

not state in her Affidavit whether her financial means have decreased since the granting of the Original Order. Nowhere in her Affidavit does the Petitioner give any evidence of whether she has any assets, whether by way of property, bank accounts or otherwise. There is a marked paucity of facts with respect to her means.

[38] In his Affidavit in Reply, the Respondent deposed that his circumstances have changed since the making of the Original Order. He deposed inter alia, as follows:-

i. The order of the Court which is the subject of the Petitioner's application was made some seven (7) years ago and it pertains to the dissolution of his second marriage. Further, he is also committed to satisfying monthly financial obligations in respect of the dissolution of his first marriage.

ii. The financial obligations imposed by the order coupled with his prior existing financial obligations and the escalating costs of servicing his private practice caused a significant increase in his loans portfolio with his bankers. Servicing his loans and satisfying his financial obligations have been a challenge particularly as the economy of Antigua and Barbuda has been contracting and the majority of his patients have been restricting their consultations with his private practice.

iii. Since the dissolution of his marriage with the Petitioner, he has fathered two children aged sixteen months and two months respectively and the said children, together with their mother, reside with him at his residence.

[39] In his Affidavit, the Respondent set out details of his monthly income; monthly expenses; Liabilities; and Assets and for the most part, provided documentation in support of the same. Under cross-examination by Counsel for the Petitioner, the Respondent agreed that he had not provided the Court with documents to show how much he earned from his private practice.

[40] The Court notes that the Petitioner has not challenged the Respondent's evidence that the costs of servicing his loans and satisfying his private practice have been a

challenge. Neither has she claimed that Dr. Abbott's financial circumstances have improved since the date of the Original Order.

[41] In considering an application for the variation, discharge or suspension of a support order, the Court must satisfy itself that the applicant has satisfied both limbs of section 15(4) of the Act. Firstly, that there has been a change in the condition, means, needs or other circumstances of either spouse or of the child of the family and secondly that the change has occurred since the making of the original support order or the last variation order made in respect of that order.

[42] The "change" to which the subsection refers is, however, not determinative. What the statute makes clear is that in making the variation order the court shall satisfy itself that there has been a change, and shall "take into consideration that change." Further, as decided in the case of Lewis v Lewis[1], on the true construction of Section 31 of the Matrimonial Causes Act 1973 (which is almost identical to Section 15 (1) of the Divorce Act 1997 of Antigua and Barbuda), in considering an application for variation, the Court is not confined to looking at changes in the means of the parties since the original order was made, but is required to look at the actual means of the parties as they stand at the time when the case is before it and to approach the matter as if it were fixing the payments de novo. Further, as stated in Bromley, "in Flavell v Flavell the Court of Appeal held that jurisdiction to vary an order does not depend upon an exceptional or material change of circumstance, although the absence of such change may affect the exercise of the court's discretion. The court is not required to proceed from the starting point of the original order, but will consider the matter de novo."[2]

[43] In Garner v Garner[3], Cazalet J stated as follows:-

> "… Following Lewis v Lewis , by which decision this court is bound, a court on the hearing of an application to vary is fully entitled to look at all the relevant circumstances…….. Another factor which may influence the court will be the time that

[1] [1977] 3 ALL ER992
[2] Bromley's Family Law 10th Edition, page 1063
[3] [1992] 1 FCR 529

has passed since the original order was made……Shortly stated, the court must decide what weight it should attach to the original order and all the surrounding circumstances. However, once an application to vary is before it, the court is fully entitled to make an order considering all the circumstances afresh, paying such regard to the old order as may be thought appropriate."

[44] The Act also provides that the Court is to consider the criteria set out in subsection 15 (8). That subsection provides that:-

> 15 (8) "A variation order varying a support order that provides for the support of a child of the marriage should
>
> (a) Recognize that the former spouse (sic) have a joint financial obligation to maintain the child;
>
> (b) Apportion that obligation between the former spouses according to their relative abilities to contribute to the performance of the obligation."

[45] The Court notes that the above criteria are identical to those set out in Section 13 (8), which are the factors that should be taken into account on the initial application for a support order for "any or all children of the marriage."

[46] In the exercise of its discretion to make an order for variation, the Court must take into account the requirement of fairness. The Court must decide, having regard to all the circumstances of the case, what is a just and fair order. In addressing the issue of fairness, Lord Justice Thorpe, (in paragraph 32 of his judgment) in the case of Dennis Frank North v Jean North[4], had this to say:-

> "Paragraph 32 - Once within the territory of discretion, the court's over arching objective is a fair result. There are of course two faces to fairness. The order must be fair both to the applicant in need and to the respondent who must pay. In any application under Section 31 (which is akin to Section 15 of the Divorce Act) the applicant's needs are likely to be the dominant or magnetic factor. But it does not follow that the Respondent is inevitably responsible financially for any established needs. He is not an insurer against all hazards……."

[4] [2007] EWCA Civ 760

[47] With respect to the application for variation of the Order for maintenance for Diego, I am of the view that the Petitioner has not provided cogent evidence sufficient to persuade me that there should be a departure from the Original Order. Further, on the basis that the obligation to provide for Diego is the joint responsibility of both the Petitioner and the Respondent, I am satisfied that the Respondent's contribution towards Diego's maintenance is more than adequate and fair. It is not in dispute that Diego's financial needs have, of necessity, increased. The Petitioner has, however, made a significant concession with respect to Diego's maintenance. Her evidence is that Diego's monthly expenses amount to $2,456.66. The Respondent presently pays the monthly sum of $5,500.00 for Diego. This leaves her with an EXCESS (my emphasis) of $3,043.34 per month, after deduction of the expenses of $2,456.66. In my view, having regard to all the circumstances of the case, there is no justification or rationale to merit the Court granting an increase of the monthly maintenance from $5,500.00 to $7,500.00. To award such an increase would not only be unjustified, but would be manifestly and palpably unfair.

[48] With respect to the application to vary the Original Order for maintenance for Davile, the Court is of the view that:-

(a) Based on the above evidence, there is no basis on which the Court should make an order that the Respondent "should be made to resume payment" for Davile "so that she may complete her tertiary education." As stated in paragraph 30 above, the Respondent has financed Davile's tertiary education for a total period of four (4) years. The Petitioner herself has conceded that the Respondent has fulfilled his obligation pursuant to the Court Order (i.e. the Original Order.) This is borne out by the following exchange between the Petitioner and Counsel for the Respondent during cross-examination:-

> "Question:- According to you, you say that your daughter was not able to complete her degree at San Jacinto, but instead went to Florida Memorial University and completed her Biology Degree there for three years; correct?
>
> Answer:- Yes

> Question: - For purposes of the Court Order, your husband has paid for the Undergraduate Degree for your daughter for the period stipulated, is that correct?
>
> Answer: - Yes."

[49] On the basis that the Original Order imposed on the Petitioner and the Respondent a joint responsibility to provide for Davile's education, the Court is of the view that the Respondent has adequately fulfilled his obligation. He has financed tertiary education for Davile for a period of four years. If Davile wishes to pursue a further Degree in Nursing, the Court is of the view that the Respondent should not be obligated to continue to finance this program. The Petitioner's application with respect to Davile seems to be premised on the assumption that the Respondent should be made to continue to pay indefinitely for Davile's tertiary education. To take this to its logical conclusion, would the Respondent be expected to pay for Davillle's tuition if she decided to do an advanced course in Nursing, or if she decided to "change programs" yet again and become an engineer? If the Court is to apply the yardstick of fairness, the answer to these questions cannot be in the affirmative.

[50] The Petitioner also seeks an order that the Respondent pay the sum of US $3000.00 per month for the maintenance of Davile until she completes her tertiary education. The Court is of the view that this application is totally without merit. Davile is now 26 years old. She is an adult. The Court notes that Section 2 of the Maintenance of and Access to Children Act 2008 of Antigua and Barbuda defines child as including "a person 18 years of age or older but under the age of 25 years who is receiving education at an educational institution or undergoing training for a trade, profession or vocation, whether or not he is employed." There is no legal obligation on the Respondent to provide maintenance for her. Additionally, in view of my finding in paragraph 49 above, the application for monthly maintenance is unsustainable.

CONCLUSION

[51] Based on the totality of the evidence before the Court, including the evidence of Davile Abbott, to the extent that it was relevant to this conclusion, I am of the view that the

Petitioner Joan Abbott has not made out a case for variation of the Order of the Court dated the 28th February 2005. I am not persuaded that the Original Order dated 28th February 2005 should be varied. I therefore decline to do so.

[52] With respect to the issue of costs, the Court is of the view that an award of costs against Mrs. Abbott in the sum of $3,500.00 is fair and reasonable.

ORDER

1. The Petitioner's application is hereby dismissed.
2. Costs to the Respondent in the sum of $3500.00.

JENNIFER A. REMY
High Court Judge