

THE EASTERN CARIBBEAN SUPREME COURT
ANTIGUA AND BARBUDA

IN THE HIGH COURT OF JUSTICE

CLAIM NO: ANUHMT2014/0038

BETWEEN:

CONRAD HULL

Petitioner

AND

MAURICEAU HULL

Respondent

Appearances:

Ms. Sherrie- Ann S. Bradshaw for the Petitioner

Ms. Kathleen A. Bennett for the Respondent

2015: March 30

JUDGEMENT

[1] **Cottle, J.:** The respondent wife filed an application for spousal support. She sought an order that the petitioner husband pay her \$125 per week or such amount as the court found reasonable until the Respondent remarried or the children of the marriage completed tertiary education. The application was made under section 13 of the Divorce Act, 1997.

[2] The application was dealt with at the time the petition for divorce was granted. This court refused the wife's application and indicated that reasons would be provided in writing. These are the reasons.

[3] Section 13 of the Divorce Act 1997 provides as follows in the material subsections:-

“(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 sum 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.

(3) Where an application is made under subsection (2), the court may, on application by either or both spouses, make an interim 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 other children of the marriage, pending determination of the application under subsection (2).

(7) An order made under this section that provides for the support of a spouse should ---

- a) recognize any economic advantages or disadvantages to the spouses arising from the marriage or its breakdown;
- b) apportion between the spouses any financial consequences arising from the care of any child of the marriage over and above the obligation apportioned between the spouse pursuant to subsection (8);
- c) relieve any economic hardship of the spouses arising from the breakdown of the marriage; and

- d) in so far as practicable, promote the economic self sufficiency of each spouse within a reasonable amount of time.”

The Facts

- [4] The parties were married on 30th August, 2000. There are three children; two of whom are minors. All are pursuing full time education. A divorce was granted on 18th March, 2015.
- [5] The applicant wife is employed as a financial intelligence officer/ surveillance officer. She earns \$3,620.76 net each month. Additionally the respondent husband pays her \$75 per week for each of the children of the marriage as maintenance. The husband is a technician. He maintains and repairs coffee machines for the St. James' Club Hotel. He earns \$1,500 per month from this source. He earns an additional \$1,000 per month from servicing machines at the Verandah Hotel but this is not regular employment and never occurs during the off season for tourism, the months of May to November. The wife has been continuously employed from before the date of the marriage. She has been undergoing additional education and training to equip herself for professional advancement. She testified that she remains in good health.
- [6] The applicant wife swore an affidavit in support of her application. She quantifies her monthly expenses. These amounts to \$7,182.56. In his affidavit in reply the respondent husband swore that his monthly expenses are \$3,280.00. Even if one accepts that he earns \$2,500 monthly this means that his expenses are more than his income by some \$780.00.
- [7] These claims of monthly expenses by the parties are both clearly inflated. It would not be possible for the wife to expend \$7, 182.56, while earning \$3,620.76 monthly. Indeed even if the respondent husband were to turn over to her his entire monthly income of \$2,500 this would be insufficient to cover her claimed expenses.
- [8] In the court's effort to consider the means, condition and needs and other circumstances of each spouse, the court has to look at the evidence presented. The evidence of neither party can be relied upon as far as the question of the expenses incurred each month is concerned.

- [9] During the cohabitation the parties both worked. The wife was always the earner of a larger income than the husband. Upon the breakdown of the union the household income is less by the amount the husband would have been able to contribute. But the legislation requires the court to attempt to relieve any economic hardship caused by the breakdown of the marriage.
- [10] In Lionel Joseph v Sarah Joseph ANUHMT2013/0092, Henry J ordered a husband to provide spousal support to a wife at the rate of \$300 per month for one year. The husband's income there was greater than the wife's and her expenses which the court clearly considered reasonable exceeded her income by \$158.00 when the cost of rental of accommodation was included.
- [11] In the present case I find the wife's claimed expenses to be unbelievable. As pointed out above nothing the husband is able to contribute will go all the way to cover the claimed expenses of the wife in the present case.
- [12] When I considered the means of both parties as well as the obligations of both, I concluded that there was no basis to support the wife's application for spousal support. The application was therefore refused.

Brian Cottle
High Court Judge