

JERSEY / JUDGMENT

PS v C [2002] JRC 192 (11 October 2002)

[2002] JRC 192

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judgment

the COMMISSIONER: 1. The intention of the court was that there would be sufficient in the £20,000 per month to pay, inter alia, for the school fees. The Court did not intend the Petitioner to receive monies already expended by the Respondent on such fees. 2. The husband should have paid the full amount as ordered and a rebate would have been due from the wife to the husband. But this is as broad as it is long, however we look at it. 3. The wife is clearly not entitled to monies that have been paid already. Obviously the £12,850 paid each month must be deducted from the £20,000, leaving £7,550. That, of course, makes 35,750. 4. The period of the payment must run from the date of the February summons to the date of the Judgment. 5. The husband, however, argues that he has paid £24,845.12 in addition. We cannot see any other way of resolving this particular matter but by ordering that the lawyers must resolve whether the amounts are accurate. If they are accurate, then it is correct that they have been deducted but for the sake of accuracy, they must, of course, be clarified by receipts. If the matter cannot be resolved then the parties must come back to Court within fourteen days. 6. For the avoidance of any doubt at this early stage of the summons, the wife will in future receive £20,000 on the agreed date monthly. 7. Now we move on to the applications to vary. We cannot see that there has been any material change of circumstance. The husband has a substantial property on lease, and has responsibility for H, who is not, in any event, in Jersey. The earnings of his partnership have not materially declined and he has, apparently, substantial fallback capital assets in C Ltd and H Ltd. 8. The wife is asking for an additional £19,000 per annum to meet the educational fees of J. 9. The husband says that he has taken over the financial burden of H, who is now in his care and control, because that is what H wishes. The husband asks for a variation because he says that rather than pay the £20,000 per month, he would be prepared to pay £15,000 per month and to be responsible for the other expenses, but excluding the expenses for J, of whom the mother has care and control, and that, apparently, is what J wishes. 10. We have, of course, given the most careful consideration to all the points carefully put to us; but however we examine the figures we cannot see that there will be any substantial enrichment to either party by a further variation. 11. With a hearing date set so far away in April because forensic accountants are unable to produce the required figures before that time, both parties will have to abide by our earlier decision, which, as I have said, we decline to reduce or vary. 12. Now we move on. There is an endowment policy payable to the company, which will yield in the region of £100,000. The parties will put the proceeds of that endowment policy into an escrow account in the name of both Counsel and it shall be used: (1) to

pay the current outstanding fees of £47,587; (2) the balance shall be used to offset the wife's overdraft; (3) to be made effective from 1 st November, the husband shall pay £10,000 per month into this escrow account to offset future legal and accountancy fees properly incurred. If this matter goes to a court hearing, then the sums disbursed can be apportioned when the ancillary matters are decided. No Authorities. Page Last Updated: 28 Mar 2017 BAILII: Copyright Policy | Disclaimers | Privacy Policy | Feedback | Donate to BAILII

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