

JERSEY / JUDGMENT

V -v- G [2005] JRC 103A (01 August 2005)

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[2005] JRC 103A [New search] [Help] [2005]JRC103A ROYAL COURT (Family Division) st August 2005 Before: Vincent James Obbard, Registrar, Family Division. Between V Plaintiff And G Defendant Dispute regarding level of child maintenance to be paid and father's access to the child. Advocate V. Stone for the Plaintiff. Z. Blomfield for the Defendant. REGISTRAR: 1. This is a simple dispute about the level of child maintenance, but there are issues to be resolved, such as:- (i) the income and liabilities of each party; and (ii) the effect of the level of contact enjoyed by the father on his payment of maintenance. With this in mind the case has been adjourned for hearing on 23 rd September, 2005. 2. The parties signed an agreement stating that the father would pay maintenance at £50 per week. The agreement was signed on 20 th May 2004. The mother will say that maintenance was already being paid and that it is true to say that she asked him to sign it to give him tax relief on the payments made. He will say that he was enticed into signing an agreement which he would not otherwise have signed, on the pretext that he would obtain tax relief on payments made. The existence of the agreement is however, incontrovertible. It would be strange indeed for the father to maintain that he did not know the effect of what he was signing. 3. For whatever reason, there came a time when the father was not happy to pay maintenance at that level. His lawyers filed an Order of Justice to the Inferior Number stating:- · He used to pay maintenance at £50 per week, but he no longer does. · He has very extensive access to the child. · He wants even more access. · £50 is no longer an appropriate rate at which to pay maintenance. 4. The matter was referred to the Greffier. The father filed a summons in respect of more access. The mother filed a summons in relation to the re-establishment of maintenance. 5. At about the same time, the mother instituted proceedings in the Petty Debts Court for arrears of maintenance. The fact that the simple matter of child maintenance has now occupied the attention of three different Courts could be described as bizarre. 6. There is, no doubt, a dispute to resolve. However, it is not complicated. It should be resolved by the same Court. The issue of arrears due in accordance with the agreement should not be dealt with separately. 7. Giving the father the benefit of any present doubt, I am happy to release him, for the time being, from any

responsibility under the agreement until the case is heard. 8. However, in view of the existence of the agreement, I see no reason why he should not pay the maintenance due, at least until the time the case was referred to me by the Inferior Number. No Authorities
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Prepared on 25 October 2026 · Esheria