Filed pursuant to the Order of the Honourable Court of Appeal dated 27th April, 2015

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**REPUBLIC OF TRINIDAD AND TOBAGO**

**In the Court of Appeal**

**Family Appeal No.0008 of 2015**

**Petition No.FH 01416 of 2009**

**Between**

**ERIC HERBERT**

**Applicant/Respondent**

**AND**

**NICOLE HERBERT**

**Responent/Petitioner**

**I, NICOLE HERBERT** of building No.8 Apartment no.8 Sunrise Drive, Mt.Hopein the Island of Trinidad, In the Republic of Trinidad and Tobago, make oath and say as follows:

1. I am the Respondent/Petitioner in the family Appeal no. 0008 of 2015 and I file this affidavit pursuant to the order of Court of Appeal dated 27th April, 2015.
2. I admit paragraphs 1, 2,3 of the affidavit of applicant/Respondent filed on 28th of May, 2015 (hereinafter referred to as “the affidavit” )
3. I admit to the paragraph 4 in that the consent order dated 14th February, 2013 states that both parties are to be equally responsible for the educational needs of the children inclusive of school books, uniforms, school shoes, school fees and extra curricular activities. However, I deny that he has been responsible for the majority of all the educational needs of the children. Starting from the first school term since the separation in 2013, I provided the applicant/ respondent with copies of all 4 booklist with prices and all other stationery and Uniform prices attached. Some books (text) were given from a relative and all other materials for school were equally purchased by applicant/respondent and I for the school term sept 2013 to 2014.

From September 2014 – 2015 , I did the same thing by making copies of the booklist and priced the books and Uniforms and all other stationaries to give to applicant/ respondent. He never informed me of any of his intentions of purchasing the school books. So I proceeded to get books form his friend. I purchased the uniforms and stationary for the children. We both met at the shoes store to purchase sneakers which came up to over $1200.

After the receipts faded they were thrown away. I never anticipated that I would have to keep the receipts as proof of what I did to take care of my children. The receipts annexed by the applicant/respondent are the quotation given by the bookstores and I put the applicant/respondent to prove that he actually paid for the books and stationary.

1. I neither admit nor deny paragraph 6 since I do not have the any information nor the knowledge whether the respondent/applicant did in fact did the repairs on the said vehicle. Moreover, I did have to have repairs on the vehicle, from August 2013 to April 2014.
   1. Repair Airconditioning unit
   2. Replace dead battery
   3. Change cracked windscreen
   4. Change all four tyres
   5. Repair oil leak
   6. Change transmission
   7. Change flexi plate
   8. Change steering rack

The applicant/respondent was aware of the some problems because I had asked him where I should go at the time. I eventually got a mechanic.

1. I neither admit nor deny the paragraph 6.1 since I am not aware whether the repairs in fact were done.
2. I neither admit nor deny paragraph 7 of the affidavit since I do not know his accounts in the Bank and the credit unions or other financial institutions.
3. I admit paragraph 8 of the affidavit. However , I did not accept the cheque as the matter was already before the court. The applicant/respondent made attepts to pay after 2years. This could not help my situation as the applicant/respondent was aware that I have to move from the place I was renting.
4. In regards to paragraph 10 of the affidavit, doing the time we were together we both provided for our children In different ways and did not particularly mind who did what. As per paragraph 10.1 school fees for our daughter Drucilla Herbert was equally shared by both of us. i and ii were always equally shared.
5. In regards to paragraph 10.2 ii to v detour shoes, street level shoes, FFSL shoes for children and detour clothes were equally shared by both of us. as per paragraph 10.2.xiii glasses for our son Darius Herbert was equally bought by both of us. the Applicant/respondent paid for the swimming for our twin boys Emmanuel and Elyah during pre School. All other school fees were paid and uniform was bought by both of us.
6. As per the paragraph 11 of the affidavit I neither admit nor deny the statement as I am not aware of it. However, Brandon’s mother also does her part as she is in a stable well paying job.
7. I make this declaration conscientiously believing the same to be true and according to the Statutory Declarations Act Chapter 7:04 and I aware that if there is any statement in this Declaration which is false which I know or believe to be false or do not believe to be true, I am liable to fine and Imprisonment.

Declared to at Street, )

Port of Spain, this day )

2014 )

Before me

Commisioner of Affidavits