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**IN THE SUPERIOR COURT  
FOR THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

**SISTER REMEDIOS EARLY CHILDHOOD  
DEVELOPMENT CENTER,** )  
)  
**Plaintiff,** )  
**vs.** )  
)  
**MARK WAYNE TAISACAN and** )  
**MARYANN MANALO,** )  
)  
**Defendants.** )

**S.C. NO. 00-1391**  
**DECISION AND ORDER  
FOLLOWING TRIAL**

**I. INTRODUCTION**

At issue in this proceeding is an unpaid bill in the amount of \$930 that Plaintiff Sister Remedios Early Childhood Development Center seeks to collect from Defendants Mark Wayne Taisacan [hereinafter TAISACAN] and MaryAnn Manalo [hereinafter MANALO]. The bill represents the cost of tuition for Defendants' minor child, Kenneth John Manalo. At the hearing on this matter, Plaintiff appeared through its attorneys, White, Pierce, Mailman & Nutting. Although TAISACAN appeared personally, MANALO did not appear, either personally or through counsel, even though she was duly served with process.

At the hearing, TAISACAN stated that he was separated from MANALO; that he did not enroll the child in the Plaintiffs institution; and that he never assumed the obligation to pay for the child's tuition. TAISACAN, therefore, disclaimed any and all responsibility for the tuition obligation. Plaintiff, on the other hand, took the position that TAISACAN, as the child's natural father, was nevertheless responsible for the child's education expenses, including the unpaid tuition bill at issue.

**FOR PUBLICATION**

1 Following the hearing, Plaintiff agreed, on or before May 24, 2001, to submit a memorandum  
2 of law to support its position that TAISACAN, as the natural father of the minor child, is liable for the  
3 child's education expenses, including the unpaid tuition bill at issue. Although the deadline for submission  
4 has long passed, the court has yet to receive the memorandum. Accordingly, the Court, on the basis of  
5 the undisputed facts set forth above, now renders its decision.

## 6 II. QUESTION PRESENTED

7 Whether a creditor may hold a non-custodial parent jointly and severally liable for the costs of  
8 parochial preschool tuition, incurred for the minor child.

## 9 III. ANALYSIS

10 No person may be required to answer for the debt of another, absent a specific agreement in  
11 writing to do so. 2 CMC § 4914(b).<sup>1</sup> Notwithstanding the common law duty of support owed by a  
12 parent to a minor child and the accompanying duty to provide the child with necessities, absent a  
13 voluntary agreement, a parent is not obligated to pay for a child's private schooling unless special  
14 circumstances exist. *See, e.g., Horsley v. Radisi*, 750 A.2d 692, 707 (Md. App. 2000) (trial court  
15 may require parents to pay for private or parochial schooling, upon consideration of various factors, to  
16 meet the child's best interest and "particular educational needs"); *Deas v. Deas*, 747 So. 2d 332, 337  
17 (Ala. Civ. App. 1999) ("we cannot hold that private school tuition is 'essential to basic child support'");  
18 *Cassano v. Cassano*, 612 N.Y.S.2d 160 (N.Y. App. Div. 1994); *In re Marriage of Stem*, 789 P.2d  
19 807 (Wash. Ct. App. 1990).<sup>2</sup>

20 In the instant case, no written or oral agreement evidencing TAISACAN'S obligation for the  
21 minor child appears before the Court. Likewise, there is no evidence as to why MANALO enrolled the  
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23 <sup>1</sup> In material part, the Commonwealth Statute of Frauds provides that a promise to answer for the debt of  
24 another is invalid unless the contract "or some note or memorandum thereof, is in writing and subscribed by the  
25 party to be charged or by his agent" 2 CMC § 4914 (b).

26 <sup>2</sup> Factors such as family tradition, religion, and past attendance at a private school, among others, may  
27 present legitimate reasons to award private school tuition expenses in favor of the custodial parent. Where  
28 acceptable public schools are available, however, and there is no showing of special circumstances justifying the  
need for private school education, the non-custodial parent should not be obligated to pay for the private education  
of his or her minor children.

1 minor child at the Plaintiffs institution, nor is there any evidence that private schooling was even  
2 necessary to satisfy the minor child's particular needs. The Court has not had the benefit of any  
3 evidence establishing the parties' respective incomes or earning potential, and thus there is nothing to  
4 establish that TAISACAN has the ability to pay for private schooling. Nor is there any evidence that  
5 the minor child has previously attended a parochial or private school by agreement of the parties, or  
6 that attendance at Plaintiffs institution qualified as necessary child care.<sup>3</sup> The only evidence before the  
7 court is that MANALO enrolled the minor child in Plaintiffs institution, and that TAISACAN did not  
8 volunteer to shoulder the costs.

9 This is not a domestic relations case where the custodial parent is requesting the non- custodial  
10 parent to help pay the expenses of private schooling. In such a case, the Court might be inclined to  
11 consider evidence of the moral obligations of the non-custodial parent. In this case, however, there is  
12 no privity of contract between TAISACAN and Plaintiff, who, in an attempt to collect a debt from  
13 someone, looks to the Court to invent a theory of recovery. Absent an agreement obligating  
14 TAISACAN to the debt, Plaintiff's only remedy is to seek redress from the debtor, MANALO. On the  
15 basis of the facts presented, therefore, Plaintiff's attempt to collect the costs of the minor child's tuition  
16 from the father must fail.

#### 17 **IV. ORDER AND ENTRY OF JUDGMENT**

18 On the basis of the foregoing, the Court makes the following ORDER AND ENTERS  
19 JUDGMENT AS FOLLOWS:

20 A. Judgment is entered against MANALO and in favor of Plaintiff Sister Remedios Early  
21 Childhood Development Center in the amount of \$930, plus prejudgment interest and post-judgment  
22 interest at the rate of nine percent per annum accruing from the date of entry of this judgment.

23 B. Judgment is entered in favor of TAISACAN and against Plaintiff Sister Remedios Early  
24 Childhood Development Center on its claims against TAISACAN. Within 10 days of the entry of  
25 judgment in this case, Plaintiff shall reimburse TAISACAN for all costs incurred in the defense of this

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27 <sup>3</sup> The responsibility for child care costs is an important part of a parent's child support obligation. *See In re*  
28 *Marriage of Syverson*, 931 P.2d 691, 696 (Mont. 1997).

1 matter.

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So ORDERED this 27th day of February, 2002.

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/s/ \_\_\_\_\_

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TIMOTHY H. BELLAS, Associate Judge Pro Tempore

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