IN THE HIGH COURT OF JUSTICE

FAMILY DIVISION

No. FD17P00647

[2018] EWHC 1758 (Fam)

Royal Courts of Justice

Friday, 2 February 2018

Before:

HER HONOUR JUDGE ROBERTSHAW

(Sitting as a Judge of the High Court)

(**In Private**)

B E T W E E N:

D J O — Applicant

- and -

S E O — Respondent

MS I. RAMSAHOYE (instructed by Miles & Partners) appeared on behalf of the Applicant.

MR M. HOSFORD-TANNER (instructed by A&N Care Solicitors) appeared on behalf of the Respondent.

J U D G M E N T

HER HONOUR JUDGE ROBERTSHAW:

1 By his application, dated 17 November 2017, the applicant father, DO, seeks the summary return under the Hague Convention of his two year old son, T, to the State of California, America, where he was habitually resident prior to his wrongful removal within the meaning of Article 3 of the Convention by his mother, the respondent, SO, on 24 July 2017.

2 SO is British. DO is American. T was born in California and has dual citizenship. He has always resided in America and, at the time of his removal, DO was exercising rights of custody.

3 SO opposes DO's application for summary return. She relies on two defences under Article 13:

(a) that DO acquiesced to T's wrongful removal (Article 13(a)) ; and
(b) to return T to America would place him at grave risk of physical or psychological harm or otherwise place him in an intolerable situation (Article 13(b)).

Background

4 SO moved to America in 2012, where she met DO. They began to cohabit in September 2013 and married in America on 13 July 2014. T was born in California on 19 January 2016. By May 2017 the parents' relationship was in serious difficulty. DO had engaged in numerous affairs, he was, SO claims, physically and psychologically abusive of her and exerted control over her financially, socially and psychologically.

5 On 24 July 2017, whilst DO was away from the home and unbeknown to him, SO placed the family pets and one of their vehicles with various friends and took a flight to England with T. Their flights were paid for by her parents. Since arriving in England, SO and T have resided with SO's parents in Mansfield.

6 DO remained unaware of the whereabouts of SO and T until mid-August 2017 when it became clear to him that she and T were in England. DO visited England from 11 and 14 September 2017, 11 to 15 October 2017 and 24 to 25 October 2017. He spent time with T during these periods in the company of the maternal grandparents but SO refused to meet him. She felt it was not safe for her to do so and said she was frightened of him. By the time of his last visit, 24 to 25 October 2017, DO had made an application to the ICACU. He wanted to return to America with T and tried to enlist the help of the police in Mansfield. They declined to intervene. DO did not remove T from the grandparents' care during contact and returned to America.

7 After SO left the family home in July 2017, she and DO exchanged numerous texts, WhatsApp messages and emails, as they had throughout their relationship. A significant proportion of these communications, particularly between the period July 2017 and October 2017, have been the subject of close scrutiny during this hearing. Many are abusive. Others are said to be reflective of DO's desire to try to resolve their problems and persuade SO to reconcile. Both parents rely on extracts from selected texts, emails and documents in support of their respective claims.

Litigation history

8 On 8 October 2017, DO signed his ICACU application. On 31 October 2017, he made his application for child custody, visitation (parenting time) and property control, together with a petition for legal separation, in the Superior Court of California in the County of Orange, America. He also reported T's abduction to the United States Central Authority. His application in California for an *ex parte* order was refused and a hearing was listed in the County of Orange on 2 January 2018.

9 On 17 November 2017 DO's solicitors in England issued an application in the High Court for passport and return orders. On 27 November 2017, SO filed an answer stating she intended to defend the proceedings under Articles 13(a) "acquiescence" and Article 13(b) "harm". A directions hearing took place before Williams J on 28 November 2017. Both parents attended this hearing and were represented. The following orders were made:

- SO was directed to file and serve an Amended Answer, limited to Articles 13 (a) 13(b) by 19 December 2017
- Both parents were directed to file and serve their evidence, with exhibits of any texts limited to twenty pages.
- "The parties shall agree by 22 January 2018 a supplemental bundle of emails, texts and WhatsApp messages which will not be lodged with the court but made available to the parties and the judge for cross-examination purposes at the hearing."
- He listed this final hearing with a time estimate of two days.

10 SO failed to comply with this direction. The texts exhibited to her statement extended to forty-seven pages.

11 The parties were unable to agree the contents of the Supplemental Bundle with the consequence that a lever-arch file was handed in on the morning of the first day of this hearing. It contained 99 pages on behalf of SO and 108 pages on behalf of DO. I informed the parties that I would only read the pages relevant to the issues and used in cross-examination, in accordance with the direction of Williams J.

12 On 2 January 2018 the hearing in the County of Orange, America was adjourned to 28 February 2018. SO has participated in the American proceedings by her solicitor via telephone.

This hearing

13 Hague applications are for pre-emptory orders to be decided on written evidence, amplified by oral submissions and, as emphasised by Thorpe LJ in *Re K (Abduction: Case Management)* [2011] 1 FLR 1268, save in:

> "… rare cases which demand the opportunity for the judge to hear from the parties on a narrow issue in contention, oral evidence would not be admitted."

14 In a number of cases since *Re K* (*supra)* oral evidence has, in fact, been permitted. Counsel for both parents submitted that this is one such case where it was necessary and appropriate for the parents to give oral evidence on a narrow discrete issue concerning some of the communications that had been taking place between the parents, insofar as these were relevant to the issue of acquiescence. I permitted oral evidence to be given on the strict basis that the evidence was to be confined to the issue of acquiescence and did not stray into other areas; in particular, into allegations raised by SO in support of her defence under Article 13(b). I made it clear that the giving of oral evidence was not to be used as an opportunity for either parent to express their case on the generalities of their claims against each other.

15 My strictures were in vain. Both parents took every opportunity, despite my interjections and attempts from their Counsel, to score points against the other and to refer to the poor behaviour of the other parent. Any questions not confined to acquiescence were disallowed. In the event, there was very little of value or relevance gained from oral evidence: I have disregarded it almost in its entirety. Insofar as the oral evidence strayed into allegations raised by SO against DO, in support of her defence under Article 13(b), I have ignored it completely. As Pauffley J found in the not dissimilar case of *Re WA (A child)(Abduction)(Consent; Acquiescence; Grave Risk of Harm or Intolerability)* [2015] EWHC 3410 (Fam), para.27:

> "The written messages on social media, in emails and texts allow a straightforward analysis of parental attitudes at various stages. Although it is customary to permit oral evidence at summary return hearings where consent and acquiescence are in issue, the reality is that the extant written material permits a far more reliable assessment than the oral accounts particularly where, as here, the parties have such a strong investment in winning the arguments as to what the past comprised."

16 Of course, each case must be decided on its own facts and I do so. This has been a case where the examination and analysis of the documentation provides a far more reliable assessment than the oral accounts provided by the parents.

17 It was, however, helpful for both counsel to explore briefly with DO his position regarding proposals for "soft landing" and protective measures for SO and T should a return order be made.

Article 13 (a): acquiescence

The legal framework

18 The proper approach has been established by the decision of the House of Lords in *H v H (Abduction: Acquiescence)* [1997] 1 FLR 872; [1998] AC 72 HL. I take account of the principles identified by Lord Browne-Wilkinson in that case:

> "**Summary**
> To bring these strands together, in my view the applicable principles are as follows:
>
> *1.* For the purposes of Article 13 of the Convention, the question whether the wronged parent has "acquiesced" in the removal or retention of the child depends upon his actual state of mind. As Neill L.J. said in *Re S. (Minors)* *"the court is primarily concerned, not with the question of the other parent's perception of the*

applicant's conduct, but with the question whether the applicant acquiesced in fact".

2. The subjective intention of the wronged parent is a question of fact for the trial judge to determine in all the circumstances of the case, the burden of proof being on the abducting parent.

3. The trial judge, in reaching his decision on that question of fact, will no doubt be inclined to attach more weight to the contemporaneous words and actions of the wronged parent than to his bare assertions in evidence of his intention. But that is a question of the weight to be attached to evidence and is not a question of law.

4. There is only one exception. Where the words or actions of the wronged parent clearly and unequivocally show and have led the other parent to believe that the wronged parent is not asserting or going to assert his right to the summary return of the child and are inconsistent with such return, justice requires that the wronged parent be held to have acquiesced."

The burden of proving that her case falls within this exception is on SO.

Acquiescence can, of course, be inferred from the circumstances of the case and the conduct and behaviours of the parents.

SO's case on acquiescence

19 At paras.58-62 of her statement, SO sets out the actions she contends DO took or contemplated taking which she says amount to acquiescence. In particular, she points to what he either contemplated or undertook before he signed his application with ICACU on 8 October 2017 and issued proceedings in the County of Orange, California on 31 October 2017. At para.58 she contends that:

> "In September 2017 DO said he would come to live in England. Before this he had only wanted to FaceTime T once a week, although bombarded me with messages saying that he wanted me back. This was despite my asking him to give me space. DO told me the dates he planned to come to England, and I arranged a schedule of supervised contact, but on the day I was expecting him he told me he was delaying his trip. This was because he went on a work trip and then a holiday with "C" to Las Vegas and Arizona ["C" being the woman with whom he was having an affair].

And at para.59 SO states that:

> "DO started to say in his messages that he wanted to move to England and would rent a house. He even told me that he was excited about the move and looking forward to living in England. He was looking for property and emailed estate agents requesting help in finding this. He applied for a bank account with HSBC. He applied for a quote on shipping cars. He spoke of opening a business, and obtained an English telephone number which he put on his email signature. I never told DO that I did not want him to come to England to live but I did say I did not want C to be here, and that I could not live with him given his abuse. DO then shipped our belongings from our house, including T's clothes and toys, and my laptop. He also

sent me flowers and sent new toys for T. At this stage there was no mention of returning."

Then at para.60 she states that:

> "I truly believe from all the messages, which have been many, that DO is not wanting T to return but is using T as he wants me back in America where he will have control over me again."

20 If as SO states, through his actions and communications, DO's real intention was to secure her return to America, acquiescence would not be established. If SO returned to America she says she would not do so without T.

21 SO exhibited to her statement various texts, copies of estate agent particulars, a shipping quote sent to DO and various documents she relies upon in support of her case. Many of the documents are not dated. In evidence SO clarified the period during which she contends DO acquiesced. She says he did so after his first visit to England, that being 11 to 14 September 2017, and that his acquiescence continued until he commenced Hague proceedings: a period of about two to three weeks.

DO's case on acquiescence

22 DO's case is that, although he expressed a willingness to relocate to England, rent or buy a property in Mansfield and so on, this was because he was hoping that he and SO could resolve their differences and reconcile. He claimed to be unaware of his rights under Hague. DO refutes the suggestion that anything he did after the wrongful removal of T could be characterised as an acquiescence to T's remaining in England or that his words, actions or conduct could have led SO to believe that he was accepting that T would remain here. He told SO in an email, for example that:

> "I would like us to be a family and all live together in our house in California and attend counselling and work together as a family unit." [A12 supplemental bundle]

23 In his statement and evidence, DO said that he was unaware of the Hague and felt unable to strongly assert that T should come back to America. SO disputes this, saying he could easily have carried out a search on Google and probably did so.

Written communications relevant to acquiescence

24 SO and DO each rely on various written communications and, in his statement, DO contends that he was not acquiescing or intending to acquiesce in anything he said or did during the period identified by SO (17 September 2017 to 8 October 2017).

25 The exchanges begin in SO's evidence at C142. In addition, as I have already noted, there are numerous documents and exchanges in the supplemental lever-arch bundle. I do not propose to quote or refer to each one of these. I will refer to some of these but only as examples. I have, however, read and considered all documents referred to in oral evidence and which have been the subject of amplified oral submissions, insofar as they are relevant to acquiescence.

26 SO's messages are not, for the most part, dated and it has been difficult to place them in a timeline but both counsel have assisted me with this. On 25 July 2017 DO told SO:

> "You have moved him [T] without permission from our home".

SO responded by telling DO [at C234]:

> "I haven't moved out."

And that she did not know for how long she would be away.

27 On 27 July 2017 SO sent a text to DO saying:

> "I am planning to return if this can be resolved. I have not left." [B12 supplemental bundle]

At B30 of the same bundle, and bearing a handwritten date of 14 August 2017, SO told DO in further text messages that she would come home when she considered it "safe to do so". At C151, SO said DO's actions were "all over the place" and said that she was doubtful that he would come to England.

28 There are various other texts and messages which are to be recorded as if read out if any transcript is obtained of this judgment: I do not propose to read out each and every one now but those at C152, 157, 159, 160, 162 form part of this judgment. At C166 DO said:

> "I'm moving to England until we resolve us."

There are further quotes at C170 and at C171: it is clear that DO was also contemplating living with SO and T together as a family.

29 SO asked DO, in a message at C172:

> "When will you be providing me access to my money so I can feed, shelter, clothe and otherwise care for T, the pets [which were, of course, in America] and myself?"

30 At A7 of the supplemental bundle, dated 18 August 2017, there is an email from SO to DO in which she sets out a list of things she required DO to do before she said she would feel safe to return or before she would consider returning. As Ms Ramsahoye submits, this list runs to 56 different items including:

- organisation of family finances
- DO seeking professional help for various conditions
- SO gaining access to his personal emails and social media accounts
- dissolution of his business; and
- an agreement that SO and T would be able to see her family a minimum of twice a year.

As Ms Ramsahoye submitted, SO was clearly setting her own agenda and contemplating returning to America with T.

Article 13(a) : Conclusions

31 SO concedes and does not claim that DO ever consented to T's removal. In his submissions, Mr Hosford-Tanner confirmed that the window during which SO contends DO acquiesced is the period I have identified of 2 to 3 weeks. SO concedes there is no evidence of any acquiescence prior to that period. As Ms Ramsahoye, on behalf of DO, submitted, whilst, at first blush, it may appear that DO was going to move on the United Kingdom, that he had made enquiries in respect of a home, a bank account, shipping items over to this country, it is also clear that he was attempting to negotiate with SO with the aim of ultimately achieving a return of T and SO to America.

32 If each written communication from DO during this period is viewed in isolation, a conclusion could be reached that there is substance in SO's claim of acquiescence. However, in order for me to carry out a proper analysis and reach a conclusion about DO's subjective state of mind, these communications must be read and analysed in the context of the complexities and dynamics of the relationship that existed between these parents; particularly the way in which they fenced with each other and sought to advance their own position through written communications over many, many months. The disharmony in the parental relationship was on both sides, as evidenced by the texts sent by SO to DO as early as February 2017. Over many months DO repeatedly changed his position, back-tracking or advancing a position SO knew was not intended or genuine as, in fact, she confirmed she thought was the case in her evidence. He would apologise and then return to further abusive communications; a trait well-known to SO.

33 It is clear that, certainly up until mid-August 2017, SO had not told DO in clear terms that she was not returning to America and, looking at the messages and the documentation as a whole, they suggest that SO was contemplating returning but then changed her mind. For a substantial period SO vacillated and skirted around the issue as to whether or not she would be returning, leaving DO unsure about her plans. She did not tell him in clear terms that she would not be returning and the list she sent to DO by email on 17 August 2017 suggests that she would have returned to California, or at least contemplated doing so, so long as DO complied with her conditions. Following DO's visits to England on 11 September 2017 and twice in October 2017, she refused to discuss the situation with DO, save for the email that took place on 11 October 2017 that led to DO making his request in America to the Central Authority.

34 DO's conduct and communications, for example about buying or renting a house in Mansfield, opening a bank account, shipping cars and goods, the mobile phone and his expressions of T developing an English accent, are not sufficiently compelling to establish acquiescence on his part. It is plain from the written communications that in this period, between July 2017 and October 2017, the parents were considering, and DO was seeking to negotiate, different ways to reconcile their problems and their differences, including mediation, and SO was communicating this to DO as late as 10 October 2017 (supplemental bundle A15).

35 Taking DO's actions and the written communications and the documentation as a whole, it is clear that DO was endeavouring to achieve a reconciliation with SO on the basis that he would comply with and carry out her checklist so that she would feel sufficiently safe to return to the States or, at the very least, consider returning, or he would live in England whilst they carried out therapy (which he accepted in evidence could take a long time). At their highest, the communications indicate a desire by DO for the family to be reunited, for him and SO to be reconciled and that he was negotiating a way to achieve this within the

context and complexities of the manner in which these parents related to and bartered with each other. Neither the written communications from DO nor anything he did, signifies that he was content for T to remain in England or that he was acquiescing to T remaining in England following his wrongful removal by SO.

36 Accordingly, SO's defence under Article 13(a) fails.

Article 13(b): Grave risk of harm/intolerability

The legal framework

37 The leading case on Article 13(b) is the decision of the Supreme Court in *Re E (Children)(Abduction: Custody Appeal)* [2011] UKSC 27. The legal framework is summarised and set out by Pauffley J in *Re WA*. Paragraph 57:

> "As was made clear by the Supreme Court in *Re E (Children) (Abduction: Custody Appeal)* [2011] UKSC 27 there is no requirement to narrowly construe Article 13B. "By its very terms, it is of restricted application. The words …are quite plain and need no further elaboration or 'gloss.'" A number of principles may be drawn from the judgment:
>
> 1. The standard of proof is the ordinary balance of probabilities. The burden of proof rests upon the person opposing the child's return. It is for that person to produce evidence to substantiate the defence raised.
>
> 2. 'Grave' qualifies the 'risk' of harm rather than the 'harm' itself but there is a link between the two concepts. The risk to the child must have reached such a level of seriousness as to be characterised as 'grave.' A relatively low risk of death or serious injury might properly be qualified as 'grave' whereas a higher level of risk might be required for other less serious forms of harm.
>
> 3. The situation faced by the child on return depends crucially upon the protective measures which could be implemented so as to avoid the risk that the child will be harmed or otherwise face an intolerable situation.
>
> 4. Inherent in the Convention is the assumption that the best interests of children as a primary consideration are met by a return to the country of their habitual residence following a wrongful removal. That assumption is capable of being rebutted only in circumstances where an exception is made out.
>
> 5. In relation to 'intolerability' Lady Hale in *Re D (Abduction: Rights of Custody)* [2007] 1FLR 961 said, "Intolerable is a strong word but when applied to a child must mean 'a situation which this particular child in these particular circumstances should not be expected to tolerate.'"

38 I have also had regard to the provisions of Article 11(4) of the Brussels II Revised Regulation, which provides that a court cannot refuse to return a child on the basis of Article 13(b) of the 1980 Hague Convention if it is established that adequate arrangements have been made to secure the protection of the child after his or her return.

SO's case

39 After providing considerable information about the background of her relationship with DO, SO's case in respect of Article13(b), is set out at paras. 42-47 of her statement where she alleges repeated physical, psychological and emotional abuse of her by DO and abusive control of her by him socially and financially. She says that DO had numerous affairs and that a physical assault took place on two occasions when she was holding T. As a result of DO's abuse SO says she suffered significant trauma and emotional and psychological harm. She was put on a performance plan by her company and his behaviour forced her to lose her temper. She contends that T has suffered from DO's ongoing financial, emotional, verbal and physical abuse and that he, T, has lost his ability to socialise, attend day care and that they cannot live by the standards that they used to have.

DO's case

40 DO admits that on occasions he has behaved badly towards SO but denies the extent of his behaviours as alleged by her. It is submitted on his behalf that much of what is alleged or asserted by SO is beyond the scope of this hearing.

Article 13(b): Conclusions

41 Because of the summary nature of Hague proceedings, the court cannot and should not attempt to resolve the factual disputes between the parties. The Supreme Court has confirmed that where allegations are made relating to an Article 13(b) defence of harm and intolerability, the court should assume that the allegations are correct and then give consideration to the sufficiency of the protective measures that can be put in place to mitigate the assumed risk of harm.

42 In her statement, at para.64, p.C54, SO sets out the protective measures she asks to be put in place prior to any return. At paragraph 53 of his unsigned and undated statement DO confirms what he would be willing to do. The further protective measures that he agreed could and would be put in place were confirmed during his sworn evidence and by his Counsel at the end of the hearing prior to final submissions. SO accepted, through her Counsel, Mr Hosford-Tanner, that **if** DO does what he says he will do and **if** protective orders are obtained in America, these steps would provide sufficient protection for her if a return order was made. SO's concern is that because of DO's past financial conduct and his lack of disclosure of any documentation to evidence his financial position, the assurances he gives to the court are hollow. DO confirmed he transferred jointly held capital of $110,000 out of a joint account. He submits that because DO has singularly failed to disclose any evidence in relation to his own finances, his assurances cannot be relied upon. No evidence is available, says Mr Hosford-Tanner, for example, regarding DO's work situation or income.

43 DO has agreed to provide all necessary documentary evidence and Counsel for SO and DO are confident that, if provided with a menu of measures, they will be able to agree the detail and practical arrangements that would have to be in place, and the orders that would need to be obtained, before the implementation of any return order.

44 I am satisfied, and SO accepts, that adequate arrangements can be made between now and the date by which T is to return to America to secure his protection after his return. Accordingly, SO's defence under Article 13(b) fails.

45 I will set out the menu of protective measures that need to be in place in a moment. They will need to be translated into a separate document agreed by Counsel.

The return of T

46 SO is about 28 weeks into her second pregnancy. She is under consultant obstetric care here with Mr M because she has Factor V Leiden. This is a form of thrombophilia which means her blood has a tendency to clot. The condition is congenital. It did not cause any complications during her pregnancy with T. SO was monitored and received good antenatal care at the Kaiser Anaheim Hospital in America. When SO was reviewed in her current pregnancy at 24 weeks it was noted from the ultrasound scan that her baby was small for dates.

47 On the second day of this hearing SO produced a further letter from her consultant, Mr M. without the agreement of DO or his legal team. Whereas in his first letter, dictated on 10 January 2018, Mr M said:

> "I feel it would be prudent for SO to avoid any long haul flights because of her risk of thrombosis. In addition, her baby needs close monitoring especially as she is not feeling a lot of foetal movements." [C281]

in his second letter, dictated on 31 January 2018 and obtained at the request of SO, Mr M says:

> "Further to my previous letter dated 15 January 2018, I have had the opportunity of discussing SO's case with a senior haematologist. He is in agreement with me that SO should not go on any long haul flights for the remainder of this pregnancy, even as early as 30 weeks, because of her increased risk of thrombosis for which she is currently taking Clexane. This risk is severely increased at this stage of pregnancy which is a significant medical concern."

48 It is accepted on behalf of SO that the manner in which this letter was obtained and placed before the court by SO's solicitor, unbeknown to SO's counsel and without the agreement of DO, who was in the middle of his evidence, was unacceptable and inappropriate. However, as would be expected of experienced specialists of the Family Bar, Ms Ramsahoye and Mr Hosford-Tanner recognised that this evidence was relevant and would need to be considered by the court. If it was not, the timing of any return order may be made on an erroneous basis and thereby frustrated.

49 It was fortunate that Mr M could be reached by SO's legal team and he was able to give evidence by telephone on the second day of the hearing. I am grateful for the efforts to enable this to take place.

50 Having heard Mr M's evidence, DO recognises that it will not be possible for SO to fly to America even in stages prior to the delivery of her baby. Over and above the risks, which are said to be significant to her and thus cause a risk to the unborn baby, it is unlikely that any airline would accept her as a passenger and she would not be able to obtain insurance.

DO has always accepted, as set out in the opening position statement by his counsel, that T should remain in his mother's care and that they would not be living with him if a return order was made. He reluctantly concedes that the timing of T's return to America will have to be delayed until after the baby is born. It would, in fact, have an advantage of ensuring that the menu of protective measures had been put in place. DO is understandably concerned that SO will use this to her advantage and will seek further delays in the implementation of the order following the birth. SO cannot unilaterally frustrate a return order which must be complied with unless its terms are varied or discharged.

My decision

51 There is to be a return order under Article 12. T is to be returned to the State of California, America not later than three weeks after the delivery of her baby. The due date of delivery is 13 April 2018. Babies do not always arrive when expected. There therefore needs to be provision in the order for immediate notification by SO to DO, his legal team and to the Court when the baby has been born.

Protective measures

52 I turn now to the menu of protective provisions and orders that are to be put in place and in respect of which there is no dispute. They are agreed by the parties:

- Exclusion and non-harassment orders.
- Sole occupancy by SO and T of the family home with the proper furniture being returned to that property.
- The bills on the house paid.
- The release of the $55,000 of the $110,000 to an account in SO's sole name and made available for her.
- Funds for a retainer for her to be able to instruct lawyers in America.
- A maintenance provision.
- Provision of a car.
- DO not to bring or participate in any criminal charges relating to SO's wrongful removal of T from America.
- T not to be removed from her care save for the purposes of agreed contact prior to any *inter partes* hearing taking place in the court of County of Orange, California.
- In the event of any foreclosure taking place prior to the court in America being able to address these issues, provision of alternative suitable two-bedroom accommodation, costs met by DO.
- DO to pay the costs of the return fares for both T, mother and the new baby to return to America.
- Full medical and dental cover to be financed and in place to ensure that SO and T have proper care on their return to America.
- DO not to visit the family home or come within a specified distance of it.
- Consent orders to this effect to be obtained through the local port in the State of Orange.

53 The exact detail of these measures is capable, as Counsel have assured me, of being agreed and reflected in a written document which is to be annexed to my order.