

**IN THE EASTERN CARIBBEAN SUPREME COURT
TERRITORY OF ANTIGUA AND BARBUDA**

IN THE HIGH COURT OF JUSTICE

ANUHMT 2018/0152

BETWEEN

Melville Mark Douglas

Petitioner

And

Catherine Allison Douglas

Respondent

Appearances:

Peyton Knight for the Petitioner/Applicant

Mr. Lawrence Daniel appearing with Mr. Pete Samaj McKnight for the Respondent

2022: February 4th
2022: March 14th

JUDGEMENT

- [1] **Robertson J.** The petitioner has applied to the court seeking an order for custody and maintenance. Initially the petitioner/applicant sought an order that there be joint custody with care and control being granted to the respondent and that he, the petitioner/applicant, make weekly support payments for each of the children of the family in the sum of \$125 per week. The children are identified in this decision as JLD, born on 25th March 2001 and JED, born on 15th September 2008.
- [2] More recently, triggered by the actions of the respondent, the applicant applied to the court seeking custody of the younger child, JED. The matter of custody, the maintenance for the children and the location for the residence of JED are contentious issues between the parties.

- [3] In this matter the court heard the evidence of the applicant and the respondent. The court was also of the view that it was important to hear the unfiltered voice of the JED and the court heard from the minor remotely in the presence of counsel for the applicant and counsel for the respondent.

The Relevant Background.

- [4] The parties are pharmacists by profession. They were married 9th October 2000. Unhappy difference arose between the parties, and they were eventually separated in 2013 when the applicant moved out of the matrimonial home. The parties owned and operated a wholesale company herein referred to as P.C.¹.
- [5] The evidence of the applicant is that the respondent was responsible for doing all the accounting work at P.C. After the respondent gave birth to the children the respondent took time away from work. The respondent later resumed employment at the company. The respondent does not dispute that she worked at the company and in fact states that her salary was re-invested into the business for its overall development.
- [6] In 2012 the Inland Revenue Department instituted a regime which required companies which engaged in the importation of items to obtain a tax compliance certificate. The evidence of the applicant is that although the respondent was charged with the responsibility to complete the accounting work for the company, the company was not compliant, and they were unable to secure the required certificate in accordance with the requirements of the Inland Revenue Department. It was at this time the applicant sought the service of a financial accounting firm. The evidence of the applicant is that the respondent was generally uncooperative, and the P.C. ceased to trade as it could not conduct its business of importation due to its inability to obtain a tax compliance certificate.
- [7] The applicant indicates that it was during this period that the applicant made the decision to register a new company herein referred to as A. Trading Co. Ltd.², in his sole name. The applicant's evidence is that he considered the situation with respect to P.C., the company owned by the parties, and noted that P.C. would inevitably have to cease its operations since it could not obtain the requisite tax

¹ Name omitted for best interest of minor.

² Name omitted for best interest of minor.

certificate to engage in importation. The applicant handed over the documents relating to P.C. to the respondent and went to work at Woods Pharmacy.

[8] In April 2014 the respondent left the island to go to the United States of America. The respondent indicated that she left the country to make arrangements with the immigration facilities in the United States of America for the issuance of a passport to JED. The applicant disputes that this is the reason and notes that the passport for JED was issued in September 2013. This court notes that the passport of JED was issued on 3rd September 2013.

[9] It is not disputed that the respondent left the island of Antigua and travelled to the United States of America sometime in April 2014. The evidence of the applicant is that during the period of respondent's absence from Antigua he received a call from the landlord where the business was located. The correspondence which forms part of the applicant's evidence indicated that rent had not been paid for several months and the landlord sought that the applicant (in whose name the rental arrangement was entered) enter into an agreement to liquidate the arrears. The correspondence dated 19th February 2014 and 1st April 2014 exhibited in the applicant's evidence indicated the arrears in rent and that the arrangements were made to liquidate same.

[10] The applicant entered an arrangement to liquidate the arrears and moved the operations of the business to another location on the same compound in order to reduce the rent. The relocation of the place of operations of the business permitted, according to the applicant, the monthly rent be reduced from \$5000 to \$1500.

[11] The applicant contends that the respondent withdrew large sums of money from the business account one month before the respondent left the country by writing cheques to herself amounting to \$24,088.00 sometime around 11th and 19th February 2014. The applicant also indicates that during the period January 2014 and May 2014 the respondent withdrew a total of \$105,690.43 from the business account which, prior to the withdrawal, stood at \$111,405.70. The funds withdrawn were converted to the respondent's personal use. It was that year that the "business went under". This evidence has remained largely unchallenged by the respondent.

[12] In August 2016 the applicant resigned from Woods Pharmacy, closed A. Trading Co. Limited and opened his own pharmacy, H.F.P³. The evidence of the applicant is that he pays himself a salary of \$4,500.00 per month. While the respondent contends that the applicant operates two businesses, one of which is H.F.P., no evidence was provided to support this contention.

[13] The respondent contends that although she is a pharmacist, she is not in regular employment. She contends that she has had employment at a particular pharmacy and is a substitute at another pharmacy upon request. The applicant disputes this to be the position and contends that the respondent is employed with a pharmacy full time and is also engaged in part-time employment as a pharmacist. At the full-time job, the respondent earns approximately \$6,078.63 and at the part-time occupation at another pharmacy the respondent earns \$1,200.00 per month. The matter of the employment of the respondent will be addressed later in this decision.

[14] **The Minor.** The court invited the minor to make his representations to the court. The minor confirmed that he attends a school (name given) in Florida, United States of America. The minor has indicated that he had made friends at this new school, that he very much enjoys residing in the United States and attending his present school. He indicates that his schoolwork has improved and that he is now on the honour roll at the school. He loves both of his parents. He speaks to his mother more frequently than he speaks to his father as his mother calls him more regularly than his father calls him. The minor does not appear to hold any ill-will against his father's new partner. This has arisen as the respondent's negative views about the applicant's partner were clearly articulated to the court and the applicant was of the view that the opinions expressed by the respondent have been internalized by the JED. However, having heard the minor this court has determined that the respondent's negative sentiments regarding the applicant's partner do not appear to be sentiments held by the minor.

[15] The minor expressed a clear desire to remain in the United States of America and to continue his education in the United States of America. The minor has been able to maintain his connection with his friends in Antigua and with his siblings. This court notes that JED became particularly positively

³ Name withheld in interest of minor.

animated when speaking about his ability to remain connected with his older sibling JLD while JED is in Florida and JLD is in Antigua.

Financial Obligations.

[16] The evidence of the applicant is that while the parties lived together as husband and wife the household expenses were shared. The respondent recalls the household expenses differently. The respondent contends that the applicant paid all the household expenses including the educational expenses for the children while her salary was re-invested into the company which was jointly owned by the parties.

[17] When the parties separated, the applicant contends that the respondent began "to demand" that the applicant take financial responsibility for the children. The evidence of the respondent before this court is that the applicant ought to be required to pay 80% of the financial obligations for the minor children. The respondent indicates that she holds this position since the respondent provides 100% of the emotional and physical needs for the children. The respondent also suggests that her resources are limited because of her employment status.

[18] Despite the applicant objecting to having to meet most of the expenses for the children the applicant made the payments related to the tuition, school meals, school uniforms and maintenance payments of \$500.00 as arise for each of the children. The respondent challenges that the sum of \$500 was always paid monthly. The elder child JLD is studying pharmacy and works part-time at the applicant's pharmacy. The applicant pays to JLD a stipend in the sum of \$500.00 per week for his part-time duties.

The Financial Commitments of the Applicant, the Respondent and the Children of the Marriage.

[19] The applicant's evidence of the applicant's financial commitments to his home and household total \$4,534.75:

- (1) Rental accommodation- \$1,800.00
- (2) Utilities \$500.00
- (3) Internet \$234.75

- (4) Groceries & Toiletries \$1,800.00
- (5) Property Maintenance \$200.00

[20] The applicant's evidence of the other expenses is approximately \$3503.83 and are:

- (1) Vehicle gas \$600.00
- (2) Insurance \$61.33
- (3) Court Order \$2,000.00
- (4) Vehicle Maintenance \$65.00

[21] The respondent disputes these sums as being the expenses of the applicant.

[22] The applicant has a third child from a person who is not the respondent and indicates that he pays to that mother the sum of \$500.00 per month for maintenance of that child. The payment of this sum does not appear to have arisen from a determination by a court. Additionally, it is noted that there is no evidence regarding how this sum was derived and whether the payments are in fact made monthly.

[23] The respondent outlines the financial responsibilities for the minors and for herself and indicates that:

- (1) The total monthly financial obligations for JLD are approximately \$3581.72 per month. On this matter this court notes that the respondent has included the costs for tuition, school meals which are paid by the applicant.
- (2) The total monthly financial obligation for JED is approximately, \$3939.46. On this matter this court again notes that the costs for tuition, school uniforms, school meals which are paid by the applicant have been included in the overall expenditure.
- (3) The respondent indicates that her average financial obligations for herself stands at approximately \$8365.99. The items which would relate to the provision for the minors include rent in the monthly sum of \$1,400.00, the vehicle loan and vehicle maintenance in the monthly sums of \$835.20 and \$67 respectively, replacement of tires at \$600.00 per year. Electrical utilities which the respondent estimates as being the monthly sum of \$917.30. This sum has not been substantiated as a monthly expense. However, it is noted that there is an obvious need to ensure that utilities such as water, electricity and internet services are supplied to the respondent for the benefit of the children of the marriage while the children reside in that household.

[24] It is important to note that JED is enrolled in school in the Florida and therefore the expenses outlined for JED in the respondent's initial affidavit would not be relevant for the period that the JED continues to reside in Florida. This court notes that there is no evidence with respect to the financial requirements of JED while abroad.

The Law.

[25] Section 13 of the Divorce Act makes provisions for support orders for the children of the marriage.

[26] Sections 13(5) and 13(8) provides that:

(5) In making an order under this section, the court shall take into consideration the condition, means, needs and other circumstances of each spouse and of any child of the marriage for whom support is sought, including

(a) The length of time the spouses cohabited;

(b) The functions performed by the spouse during the cohabitation: and

(c) Any order, agreement or arrangement relating to support of the spouse or child.

...

(8) An order made under this section that provides for the support of a child of the marriage should

(a) Recognize that the spouses have a joint financial obligation to maintain the child; and

(b) Apportion that obligation between the spouses according to their relative abilities to contribute to the performance of the obligation.

[27] In considering the matter of custody the court considers the provisions of section 14 of the Divorce Act. Section 14 of the Divorce Act provides that:

14. (1) A court may, on application by either or both spouses or by any other person, make an order respecting the custody of, or the access to, or the custody of and access to, any or all children of the marriage.

(2) Where an application is made under subsection (1), the court may, on application by either or both spouses or by any other person, make an interim order respecting the custody of or the access to, or the custody of and access to, any or all children of the marriage pending determination of the application under subsection (1).

(8) In making an order under this section, the court shall take into consideration only the best interests of the child of the marriage as determined by reference to the condition, means, needs and other circumstances of the child.

(9) In making an order under this section, the court shall not take into consideration the past conduct of any person unless the conduct is relevant to the ability of that person to act as a parent of a child.

(10) In making an order under this section, the court shall give effect to the principle that a child of the marriage should have as much contact with each spouse as is consistent with the best interests of the child and, for that purpose, shall take into consideration the willingness of the person for whom custody is sought to facilitate such contact.

The Finding of the Court and the Application of the Law.

[28] **The circumstances of JLD.** The parties have noted that JLD is 20 years old and although he is in an educational institution he now resides on his own. The parties appear to be in agreement that the living circumstances of JLD are settled and that no further issue arises therefrom. At present the applicant pays for the educational expenses of JLD and makes provisions for his rental of a separate accommodation. JLD continues to apprentice at the pharmacy of the applicant while he studies Pharmacy and is paid a stipend of \$500.00 per week during his apprenticeship.

The circumstances of JED.

[29] The starting point for applications relating to custody is that the court is required to consider the best interest of the child of the marriage as determined by reference to the condition, means, needs and other circumstances of the child. The past conduct of the parents is only relevant if such conduct affects the parent's ability to parent the child in question. As it relates to the making of support orders for minor the starting point is the recognition that the spouses have a joint financial obligation to maintain the child in question. This financial responsibility is apportioned between the spouses according to their relative abilities to contribute to the performance of the obligation.

[30] In the circumstances of this case the applicant by its application filed on 16th December 2021 sought that the child return to the jurisdiction and be placed into his custody. The grounds of the application are that the applicant has had tremendous difficulty gaining access to the minor child, that the respondent continues to interfere with the parental rights for the care, custody, control and access to the minor child. The applicant also contends that the respondent has been uncooperative and dismissive of the applicant's continuous requests for access, and this has caused the applicant not to have access to his child.

[31] The respondent disputes that she hinders the applicant's access to the minor child. The respondent contends that she often encourages the applicant to spend time with the children of the marriage and she would often take the children and more recently JED to the pharmacy in order to spend time with the applicant.

[32] However, it should be noted that the respondent is clear that she does not wish the minor to associate with the applicant's partner. The respondent considers the applicant's partner to be negative influence and indicates in evidence that she believes that the applicant's partner engages in "witchcraft practices". The respondent has not produced evidence which specifically support occultism practices. The court dismisses the repetition of words which the respondent alleges to have found written in a book as being written by the applicant's partner. In this context this court, in the absence of further evidence to the contrary, is of the view that the household of the applicant ought not to be rendered as being unwholesome.

JED Present living Arrangement

[33] The background of the minor being out of the jurisdiction on this occasion appears to have originated in June 2021. On or about 26th June 2021 the respondent sent a message through 'WhatsApp Messenger' indicating that JED was travelling to Miami. The evidence of the applicant is that prior to the receipt of the message the respondent had no discussion with the applicant of that fact that the respondent intended to have JED travel out of Antigua and Barbuda and be in The United States of America. The applicant also indicates that the respondent did not indicate the period that JED would be in the United States of America. The applicant's evidence is that he did not know "why he⁴ was travelling, how long he would be away for and what arrangements would be put in place for me to communicate with him." Additionally, the evidence before the court is that the applicant objected to the JED travelling to The United States during the month of June as the applicant was of the view that there was a strain of the COVID-19 virus to which youth were susceptible and this particular strain was prevalent in Florida. This was communicated to the respondent through a WhatsApp message. Nevertheless, JED travelled to The United States of America.

[34] The respondent contends that the parties and the children of the marriage were in the habit of travelling to The United States of America and that JED, as an American citizen, would travel annually to the United States. The respondent further contends that within a 12-month period JED may travel to the United States on more than one occasion.

[35] On this occasion of JED's travel to the United States, the applicant indicates that he was of the view that JED would be returned to the jurisdiction in time to attend school for the new school term. The evidence of the applicant is that he was informed that JED was not going to attend school in Antigua after the principal of the school in Antigua made enquires and noted that JED did not attend the virtual orientation session. Later officials from the school in Antigua informed the applicant that they were informed by friends of JED that JED was not returning to school and was not returning to Antigua. This led the applicant to call JED and was informed by JED that the respondent enrolled him in a school in Miami.

⁴ JED.

[36] The respondent provides a background to the enrollment of the minor in the school in the United States of America. The respondent indicated that it was always the intention of the parties that the children would eventually migrate to the United States of America.

[37] The evidence of the respondent is that she was informed by the school which JED attends that “Due to the high demand for placement at [school name given], we require one month deposit to reserve your child’s seat.” This letter was dated 25th June 2021 and received by the respondent who forwarded the information to the applicant on 28th June 2021. The applicant did not respond to this correspondence and the respondent on 6th August 2021 enquired “Did you pay the deposit for Justin’s school fees?” There was also no response to this enquiry. The respondent contends that having not received any word about the payment, the respondent made the decision to apply for JED to be placed in a school in Florida. The school in Florida began during the month of August.

[38] Although the applicant did not respond to the enquires of the respondent, he did pay the tuition for JED at the school in Antigua. The applicant paid the tuition on 1st September 2021. The applicant contends that he always paid the tuition of the children of the marriage and the respondent ought to have known that arrangements would have been put in place at the appropriate time.

[39] In this court’s view the relevant issue at the time was not specifically whether the tuition would have been paid as the applicant has always paid the school fees. The relevant issue is whether the school fees would be paid *in time to preserve JED’s place at the relevant school in Antigua*. In light of the correspondence received from the school dated 25th June 2021 the place of JED at the school was not guaranteed until the deposit was made. Generally, faced with the applicant’s application relating to the children pending before the court the action of the respondent to enroll JED at a school in Florida would have resulted in a condemning response from the court. However, it does not appear to this court that the action taken by the respondent was done in malice. The court is aware that there is little, if any, effective communication between the parties.

[40] It appears to this court that the respondent was in a position of uncertainty as to whether JED would be in a position to resume his attendance at his previous school in Antigua. The evidence of the applicant supports the evidence that the respondent, during the month of August, again sought

information regarding the payment of school fees. There is no evidence that this further request for information was addressed. Faced with having to make a possible “scramble” for an alternative school in Antigua in September when the school term would have already commenced and many school places filled or attempting to enroll JED in a school in the United States where JED was a citizen and physically present, the respondent took the decision to enroll JED at school in The United States of America.

[41] This court notes that enrollment in a school in the United States of America may have been a viable option to the respondent since there is evidence that the family travelled between Antigua and the United States of America annually, if not more frequently, and that family for the respondent resides in Florida, where JED was enrolled. This court also notes that, at least from the respondent’s perspective, there was the intention that the family would, over time, be relocated to United States.

[42] The court having made the before mentioned finding regarding the decision of enrollment of JED ought not be interpreted by the parties as the court excusing or condoning the respondent’s decision of the minor traveling to the United States and being enrolled in the school in Florida without there being even an attempt to have a discussion or a meaningful discussion with applicant. It is not enough for the respondent to indicate that in the past when she reaches out to communicate with the applicant, the applicant does not respond. JED, is a child of the marriage, and the respondent must continue to do her part in communicating important matters with the applicant.

Whether there should be an Order that the JED be returned to the Jurisdiction.

[43] JED resides with his maternal family in Florida. His specific living circumstances were not provided in evidence before the court, but it **does not appear** that the child is or is likely to be in physical, emotional or mental distress. There is no indication that the JED’s environment in Florida is unwholesome. Academically, the report for the school year 2020-2021 while in JED was attending school in Antigua was made available to the court. JED’s report card for this period reflects that JED attained a grade B as his highest grade (save for physical education for which JED obtained a grade A). JED received a failing grade in Spanish. Grade C’s or pass grades were attained in English, Mathematics, sciences and social studies. At the school in Antigua an “A” is awarded when a child earns a score of 90 or more, a “C” is awarded when a child earns between 70-79 marks, a “P” if a

child earns a score of 60 to 69.99 and an “F” is awarded if a child is unable to score more than 59.999 marks in the academic assessment process.

[44] While enrolled in the school for Florida over the last academic term JED has passed each class taken. Reference is particularly made to the subject of algebra in which JED was awarded an “A” and received “Honors”. This court notes that at the school in the Antigua JED was only able to obtain a passing grade in mathematics. This court accepts that the relevant marks used to award the grades in the school in Florida were not presented to the court. However, the court notes as significant that JED was awarded an “A” in a subject area that he was previously awarded a passing grade while in Antigua.

[45] The court also notes the statements made by JED regarding his schoolwork. JED readily indicated how happy he was with his improved grades and credits being in the new school system for the improvements experienced.

[46] **Emotional Support for JED.** The applicant does not assert that the environment in Florida is an emotionally unstable environment but the applicant does indicate that he is able to provide an emotionally stable environment for JED. The applicant also indicates that if JED were to reside with him, JED and the applicant would be able to have and to sustain a good father-son bond. The respondent counters that while the JED resided in Antigua the applicant seldom made a consistent effort to create the father son bond to which he now refers. The respondent also contends that the home of the applicant is not a healthy environment for JED since JED would interact with the applicant’s new partner.

[47] The starting point on matters of this nature is a recognition that the first place to look for the provision of a stable emotional environment for a minor is to the parents of the minor. At the moment JED does not reside with either of his parents but resides with the respondent’s family with the permission of the respondent. The minor has free communication with his family and friends in Antigua. This includes communication with the applicant and the respondent. The minor indicates that the respondent calls him very frequently while the applicant calls him regularly but less frequently. This court notes that it seems that JED tends to get more emotional support from the respondent and now

from the family unit in Florida although JED is in communication with the applicant. Although the biological family is the first 'port of call' in the creation of a stable emotional environment, it is possible for such an environment to be created with the extended family.

[48] This court notes that the applicant had offered his home. The applicant argues that JED ought to be permitted to reside with the applicant. This court accepts that the applicant can provide a home for JED. However, the applicant concedes that he works every day of the week and that while the pharmacy is closed on Sundays, he is required to do work at the pharmacy on Sundays to prepare it for the following week.

[49] This court notes that the applicant may be very well intentioned but does not appear to have the time for effective supervision of JED. JED is now a teenager. Additionally, the evidence before the court is that at present, the applicant does not reach out to JED daily although JED has a personal mobile phone and has communication platforms downloaded on his phone which would facilitate communication. There is no evidence which supports, as the applicant suggests, that the respondent is interfering with his ability to communication with the JED.

[50] This court notes that the minor appears to be well adjusted and settled in his new home. In this regard it would not be in the best interest of the child to disrupt the life of JED at this time. This court also accepts that the child-parent bond ought to be fostered and this can be fostered by the minor spending time with the applicant when JED is on breaks from school.

[51] This determination by the court ought not to be viewed as undermining the importance of a child's physical presence as a parent exercises its parental responsibilities.

[52] **Financial Support for JED.** The evidence before the court is that in the past the applicant paid the tuition, cost of school uniforms and school meals for the children of the family. In addition to this the applicant made monthly payments in the sum of \$500.00. The respondent disputes that the sum was paid monthly but agreed under cross examination that the payments were generally made and that the payments were made in the absence of there being a court order. This court notes that based upon the expenses provided by the respondent and after deductions are made for the payment of school tuition, school uniforms and school meals the average monthly financial obligation for JED is

approximately \$1,000.00. This sum does not include the costs for household utilities of electricity, water and internet services. These expenses provided are specifically related to when JED resides in Antigua. . The applicant offers to pay half of this approximated sum.

[53] This court must also recognize the right of a parent to object to the enrollment of his child in the United States and the possible costs implications of such enrollment on a parent. The court notes that respondent by the implication has, through the enrollment of JED in a school in the United States, signaled that the respondent is better able to meet the needs of JED once JED is resident at that location.

[54] This court notes that both parties have a joint financial obligation to maintain the children of the marriage and that the financial obligations are apportioned between the spouses according to their relative abilities to contribute. Prior to the applicant leaving the matrimonial home the financial obligations were treated as household expenses. Whether this court accepts the applicant's evidence that they were borne equally or that the respondent's evidence that her income was re-invested in the company jointly owned it is clear that the parties had a joint approach to the management of the household expenses. Subsequent to the separation the applicant would pay the tuition, costs of uniforms and the costs of school meals. The applicant owns and operates a pharmacy. The respondent is a pharmacist. This court is of the view that the respondent is in regular employment. In this regard this court notes that the respondent has been able to obtain loan facilities from financial institutions. Specifically, this court notes that in June 2021 the respondent was afforded a loan facility for the sum of \$15,000.00. Prior to this in 2018 the respondent was permitted a loan facility for the purchase of a vehicle for the costs of \$24,437.

[55] The applicant has offered a payment of \$125 per week for the JED. In light of the fact that both parties have financial obligations to JED and that applicant paid the tuition, school meals and uniform the court is of the view that the sum of \$125 per week for the support of JED is adequate. There being no evidence before the court regarding the financial needs for the minor while abroad this court will use this sum as being reasonable although there is now no requirement for the payment of tuition and there appears to be no requirement to meet the costs for school uniform and school meals.

[56] This court orders that:

- (1) A home study assessment be done for the residence where the minor resides in the United States of America and for the home of the applicant. The home study report to be completed by 25th April 2022. Parties to provide written submissions, if any on the home study report on or before 10th May 2022. Decision on the custody on 31st May 2022.
- (2) That minor continues to reside in The United States of America until the home study is received and the court makes a final determination on the matter of custody.
- (3) The parties to exercise joint custody for the minor and that parenting decisions for the minor to be done jointly by the parties, consent not to be unreasonably withheld.
- (4) The applicant is permitted liberal access of the minor. Liberal access includes overnight access at the residence of the applicant during periods that the school is on vacation or on break and the minor is able to travel to Antigua and Barbuda.
- (5) Each party to inform the other party of any plans for minor to travel between United States of America and Antigua. The party to provide 14 day's notice of any plans for travel save in circumstances of emergency when such length of notice is not feasible by reason of the nature of the emergency.
- (6) The applicant contributes the sum of \$125 per week for the maintenance of the JED until the matter of custody is determined or until the JED is no longer in an educational institution or reaches the age of 18 years.
- (7) The parties to enroll in co-parenting sessions and sessions which treat with effective communication between divorced parents with the Family Division of the Ministry of social Transformation.

[57] **Concluding Note.** This court notes that certain relationship issues often accompany the breakdown of marriages. These relationship issues may be the cause of the breakdown of the marriage or may arise during or after the breakdown of the marriage. These issues include, but are not limited to, lack of or inability to communicate, mistrust, misunderstandings of perspective, ill-feelings about new and emerging dynamics, changes in plans for the children of the marriage and/or the parents, allegations or imputation of improper motives to actions taken or perceived inaction. Many of these issues are present in this case. The parties would benefit from co-parenting counseling sessions.

Justice Marissa Robertson

High Court

By the Court

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Registrar