

Considering that the applicant never gave his consent for his daughter to depart to the United Kingdom ;

That it has been clearly established that the defendant COOPER misled the authorities of the City of Lessines in order to get hold of the authorizations she needed ;

That the letter written on 1 March 2011 by the applicant to the defendant, reference C38 of the file of British Court, relates exclusively to the applicant's consent to the departure of his wife, and not the departure of his daughter ;

That indeed, this document clearly bears the following reference "the departure and return of Mrs Gail COOPER to the United Kingdom" ;

That the interpretation of the British Judge regarding the email that Gail COOPER addresses to the applicant on 15 August 2011, is in fact exactly the opposite of its actual meaning ;

That this email does not, in any case, lead to the conclusion that there was no illegal departure of the child ;

Considering also that the financial support offered by Nigel COOPER to his spouse does not demonstrate his will to offer child support contributions to his spouse in the maintenance and educational costs of his daughter, hence does not either automatically imply that Gail COOPER does in effect and lawfully benefit from the prerogatives of custody rights, but rather show that he is strictly complying with his duty of supporting his spouse while in marriage, as described in article 203 in the Belgian Civil Code;

Considering that at every single contact between the applicant and his daughter by videoconference, the child strongly expressed her wishes to go back to Belgium, and that this clearly indicates that she was not properly cared for by her mother and the partner of her mother ;

That the British Social Services, warned by the applicant's letter, took over the case while the Children Social Welfare Services of Sunderland presented a written agreement to the parties on 12 January 2012, which aim was to minimize (sic!) all risks for Bailie and promote her emotional, social, and physical well-being – agreement made between Mrs Gail Cooper, her current partner Derek JOHNSON and the Sunderland Local Authority ;

That, in accordance to the above-mentioned agreement, Mr Derek JOHNSON was no longer authorized to stay overnight at the residence of the defendant whenever the child was present, going as far as pointing out that when the child was staying at the residence, Mr JOHNSON and the defendant COOPER should refrain from consuming alcohol or any illicit drugs "resic!" ;

That the above-mentioned agreement also suggested that the defendant should report to a service called "Riverside Women in Need", which is sponsored by the University of Sunderland and meant to help victims of domestic abuse, this very invitation clearly indicating the level of "quality" of the relation between the defendant and her partner Derek JOHNSON ;

Translated from French to English by Catherine Van Rysselberge, sworn in translator by the Mons County Court, on 16 March 2012.

