



IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

Case Number: 9202 / 2022

In the matter between:

J.B

Applicant

and

R.E

Respondent

Coram: Wille, J

Date heard:

Order granted: 21 November 2022

Reasons requested: 8 December 2022

Reasons delivered: 17 January 2023

REASONS

WILLE, J

Introduction

[1] On 21 November 2022, I delivered an order concerning an opposed relocation matter as described below. The reasons for my order were only requested on 8 December 2022. This was during the court recess. Accordingly, this accounts for some delay in the granting of the reasons for my order in the following terms:

Relocation order

1. *The applicant is granted leave to remove the minor child X permanently from the Republic of South Africa and to relocate with her to Lyon, France, on or about 25 January 2023 or once the applicant has secured the requisite long-term visas for both herself and X whichever is the later.*
2. *An order directing that the respondent's consent to X being removed from the Republic of South Africa to relocate permanently to Lyon, France, as required by section 18(3)(c)(iii) read together with section 18(5) of the Children's Act, is dispensed with.*

3. *An order directing that the respondent's consent for the signing of any travel documents, visas or forms required for X to leave the Republic of South Africa for the aforesaid relocation to France, is dispensed with and directing that only the applicant need sign any travel documents, visas or forms required in respect of X travelling to Lyon, France, with the applicant.*
4. *An order directing that if any authority of the Republic of South Africa or France requires the respondent's signature on any documentation to allow X to travel to Lyon, France, the Registrar of this Honourable Court is authorised to sign any such documentation on the respondent's behalf.*
5. *The applicant is granted leave:*
 - 5.1. *To renew X's South African passport or to apply for a foreign passport for X, based on her acquisition of citizenship in France in due course subject to the condition that the consent of the respondent shall first be obtained as is required by section 18(3)(iv) of the Children's Act 38 of 2005, which consent shall not be unreasonably withheld, alternatively, and in the absence of the respondent's consent, an order of a court; and*
 - 5.2. *To obtain any necessary visa for X to allow her to travel between Cape Town, South Africa, and France with the respondent's written consent, which consent shall not be unreasonably withheld; alternatively, and in the absence of the respondent's consent, an order of a court.*

Order in France

6. *The applicant shall take all steps, as advised by her legal representatives, to request that the provisions of this order are recognised, avoiding any conflict of laws, so that this order may be registered as an order in a competent court in the relevant jurisdiction of Lyon, France, within the earliest period that the applicant's legal representatives can obtain the order, and after that, within 7 (seven) days to furnish the respondent with proof that such an order has been registered.*
7. *The respondent shall do all things necessary to assist the applicant in securing the aforesaid order. The applicant shall be responsible for all such costs incurred by the respondent in respect of any requirements, as advised by her legal representatives, in assisting the applicant in complying with this provision.*
8. *The applicant shall reimburse the respondent for such expenses or pay the relevant service provider directly within 10 (ten) days of receipt of any invoice and/or proof of payment from the respondent.*

Parental responsibilities and rights

9. *With effect from the date of her relocation, X shall be in the primary care of and shall be primarily resident with the applicant.*
10. *The applicant, as well as the respondent, will be involved in the care of X, which shall include making joint decisions about major issues concerning X following*

the provisions of sections 30 and 31 of the Children's Act 38 of 2005, including but not limited to the following issues:

- 10.1. Any major decisions relating to X's education including, but not limited to, her enrolment in any school, the extra tuition she may receive, the assistance she receives concerning her ADHD and dyslexia, and her enrolment in a tertiary institution.*
- 10.2. Major decisions about her medical and mental health care that require treatment of a serious nature (both in terms of the risk posed by the treatment and the cost thereof), except in the event of an emergency.*
- 10.3. Any significant change in the rearing of X with regards to religious beliefs, cultural or traditional values.*
- 10.4. Decisions affecting the residency and contact arrangements in respect of X.*
- 10.5. Any other major decision which is likely to change significantly or to have an adverse effect on X's living conditions, education, health, personal relations with a parent or family member, or generally her well-being, in particular her permanent removal from Lyon and its surroundings, at more than a 100 km radius from the Lyon city centre.*

Schooling

11. *The applicant and the respondent agree that X will attend the International School of Lyon and that the applicant shall assume full responsibility for X's entire schooling and educational-related costs.*

In the alternative, and in the absence of the respondent's agreement, the applicant is authorized to enroll X at the International School of Lyon without the Respondent's consent.

12. *The applicant shall provide the respondent with proof of X's registration and the payment of the relevant deposit and/or school fees for the forthcoming academic year not less than 10 (ten) days before the date of her intended departure.*

Accommodation

13. *For the first three months after the applicant's and X's arrival in Lyon, France, she, and X will live in Air BnB accommodation.*
14. *As from the first day of the fourth month after the applicant's and X's arrival in Lyon, France, the applicant shall secure appropriate accommodation for herself and X through an appropriate lease agreement for premises located not more than 20 km from X's school, and she shall provide the respondent with proof thereof.*

Contact to the minor child for the respondent in South Africa prior to the relocation

15. *Before the applicant's relocation to France, the respondent shall have the following contact with X:*

- 15.1. *Regular telephonic or Facetime or another form of electronic facetime contact three times per week as recommended by the experts, Mr Dowdall and Ms Raphael. X should have some WhatsApp / Discord messaging with the respondent daily.*
- 15.2. *Every weekend during school term from Sunday at 10h00 until Wednesday when the respondent will take X to school.*
- 15.3. *During the December 2022 holidays from 17 December to 26 December 2022.*
- 15.4. *During the January 2023 holidays from 6 January 2023 to the morning of 12 January 2023.*

Contact with the minor child for the respondent after the relocation

- 16. *Once the applicant and X have relocated to Lyon, France:*
 - 16.1. *The applicant shall forthwith provide the respondent with a calendar from X's school providing the dates for her school terms and holiday periods, which calendar shall after that be provided to the respondent annually in advance before the commencement of the first term of the school year.*
 - 16.2. *The respondent shall have the following contact with X on the terms and conditions that follow in paragraphs 17 and 18 below:*
 - 16.2.1. *Regular telephonic or Facetime or another form of electronic Facetime contact three times per week as recommended by the*

experts, Mr Dowdall and Ms Raphael. X should have some WhatsApp / Discord messaging with the respondent daily.

16.2.2. For six weeks per annum during one of X's school holidays, which and such contact shall take place in Cape Town, South Africa.

16.2.3. For ten days per annum during one of X's school holidays, as recommended by the experts, Mr Dowdall and Ms Raphael, which contact shall take place in France and/or Europe and/or the United Kingdom as the respondent may in his sole discretion elect and,

16.2.4. Any other period during which the respondent may be in France whilst travelling for business purposes.

Contact in South-Africa

17. In respect of the respondent's annual six-week contact visit in Cape Town, South Africa, the following terms and conditions will apply:

17.1. The respondent shall notify the applicant at least four months before the commencement of the contact period when he shall want to have holiday contact with X in Cape Town, South Africa.

17.2. Within ten (10) days of receipt of notice from the respondent, the applicant shall notify the respondent of the dates of her intended travel at least three

months before the commencement of the contact period, and she shall notify him of the days when she and X will be in Cape Town.

17.3. The applicant shall be responsible for her costs and that of X, not only regarding their return air tickets between Lyon, France and Cape Town, South Africa, but also their accommodation, rental car hire and other subsistence costs during the contact period in South Africa. The respondent shall be responsible for X's subsistence costs while she is with him.

17.4. During this holiday contact period, the respondent shall:

17.4.1. Have all weekend time with X from Friday after work until Monday (should he be required to work).

17.4.2. In the event that the respondent can secure leave, then X shall remain with him for the entire duration of his leave period, subject to the condition that she spends not more than five (5) days out of a block of seven (7) days in the care of the respondent unless the respondent is away on vacation at which point the block period may be extended to a period of fourteen (14) days (or such further period as the parties may agree).

17.5. The applicant shall accompany X on her visits to the respondent in Cape Town and shall be available to facilitate and assist the respondent's contact with X during this period. If the respondent cannot take leave,

then the applicant shall be available to care for X during the respondent's working hours and shall further facilitate the respondent's contact with X after his working hours, limited to two mid-week overnight stays. The respondent shall be responsible for dropping off and collecting X from the applicant's home.

Contact in Lyon, France and/or Europe

18. *In respect of the respondent's annual ten-day visit to Lyon, France and/or Europe and/or the United Kingdom, the following terms and conditions will apply:*

18.1. *The respondent shall have contact with X during the April/May school holiday in even numbered years and during the December/January school holiday in uneven/odd-numbered years, and he shall notify the applicant of the dates of his intended travel for each holiday at least three months before the commencement of the contact period.*

18.2. *The respondent shall be responsible for his travel costs and those of X whilst she is in his care.*

18.3. *Should the respondent wish to see X in some other country in Europe or in the United Kingdom from time to time, the applicant shall bring X to the agreed destination and fetch her at the end of the visit. The respondent will be responsible for X's costs of travelling to and collection of X from the agreed drop-off and collection venue.*

18.4. *The respondent shall, by no later than sixty (60) days before the commencement of the contact period:*

18.4.1. *Provide the applicant with an itinerary of their travels during the contact period and/or the details of his temporary accommodation during the contact period.*

18.4.2. *Provide the applicant with proof that he has booked and secured accommodation for X and himself, which accommodation shall be appropriate for housing X or alternatively, a detailed itinerary with the necessary contact details of the places where he and X will be staying and/or travelling to during the contact period.*

Other contact in both South Africa and Overseas

19. *The respondent shall be entitled to have further contact, to be agreed between the parties from time to time, in addition to the contact periods set out above, should the applicant come to South Africa on business or should the respondent be in Europe and/or the UK for business purposes.*

20. *In the aforesaid event, the applicant shall provide her with every assistance so that X can spend as much time with the respondent as possible, having due regard, where contact takes place in Europe and or the UK to X's schooling and extramural commitments and the nature of the respondent's accommodation.*

21. *The applicant shall be entitled to have telephonic, facetime or skype sessions with X three times per week whilst X is in the respondent's care. X should have some WhatsApp / Discord messaging with the applicant daily whilst X is in the respondent's care.*

Maintenance

22. *The applicant and respondent agree that subject to the provisions of this order, each party shall be responsible for X's living costs when she is in their respective care. It is furthermore recorded that the applicant has agreed to assume full responsibility for X's medical and educational costs (primary, secondary and tertiary) and that she shall not seek to claim any maintenance contribution from the respondent, so that he can apply all amounts equivalent to his pro rata maintenance contributions towards his travel and accommodation expenses in France (or such other country contemplated in paragraphs 18.3, 19 and 20) for purposes of contact with X.*

Enforcement of order

23. *For purposes of enforcing the residency and contact orders in terms of the provisions of the Hague Convention on the Civil Aspects of International Child Abduction, with effect from her relocation to Lyon as provided for in this Order, Helena's place of habitual residence shall be Lyon, France. It is recorded that the applicant acknowledges that the provisions of the Convention bind her and that any competent court in France or South Africa may apply the provisions of the Convention.*

24. *Subject to paragraph 10.5 above, the applicant shall not remove X permanently from Lyon, France and relocate with her within France or to a foreign jurisdiction without the prior written consent of the respondent.*

General provisions

25. *To facilitate X's travels between South Africa and Lyon, the applicant is directed to ensure that:*

25.1 *X's South African passport and/or any foreign passport that she may, in due course, obtain is/are valid and kept up to date.*

25.2 *The applicant, and the respondent, if this should be necessary, shall comply with the French Immigration and Travel Regulations and legislation.*

25.3 *The applicant and the respondent shall sign the necessary documentation in the prescribed format within seven (7) calendar days of a written request and shall cooperate with all legislative and regulatory requirements.*

26. *The respondent shall be informed of all travel by the applicant more than 100 km outside of Lyon, France and within the European Union and the United Kingdom involving X, including the dates, accommodation and contact details.*

27. *The applicant shall be obliged to obtain the respondent's written consent, which shall not be unreasonably withheld, alternatively in the absence of the*

respondent's consent, an order of a court, should she want to travel outside the European Union or the United Kingdom with X.

Parenting coordination

28. *The parties shall appoint a mediator or parenting coordinator ("PC") in France and one in South Africa by agreement, failing which each may nominate two people in France and South Africa, and each may veto one of the two nominated by the other person in France and South Africa respectively. The remaining two names will be provided to the chairperson for the time being of the relevant Bar Councils in respect of the French and South African mediators, who shall appoint one of the two remaining nominees as mediator or PC.*

28.1 *Each PC shall be a clinical psychologist or lawyer with at least ten years' experience in disputed family law matters.*

28.2 *As far as possible, the South African PC shall have his/her office in Cape Town and, in respect of the French-based PC, in Lyon, France.*

28.3 *The PCs shall continue to act as such until either one of them resigns, or both parties agree in writing that either of them or both of their appointments shall be terminated, or either or both of their respective appointments are terminated by the relevant court having jurisdiction.*

28.4 *Neither party may initiate Court proceedings for the removal of either of the PCs or to bring to the relevant Court's attention any grievances regarding their performance or actions of either of the PCs without first*

addressing the grievance in writing to the PC concerned and affording the PC concerned the opportunity to resolve the grievance (either in writing or through a meeting with or without the parties and/or their legal representatives). The PCs shall be obliged to do so within 72 hours of receiving the grievance letter.

28.5 *The PCs are authorised to:*

28.5.1 *Assist the parties in implementing and complying with the provisions of this order;*

28.5.2 *Mediate joint decisions in respect of X;*

28.5.3 *Make recommendations in respect of any dispute arising regarding contact, which shall not be binding upon the parties unless they constitute directives made according to paragraph 28.5.5 below;*

28.5.4 *Engage the services of an expert professional to assist either of them or both of them in making recommendations that have a bearing on X, provided the parties have agreed on the costs of such an expert;*

28.5.5 *Make directives binding on the parties and X until a Court of competent jurisdiction orders otherwise, limited to the following specific aspects:*

28.5.5.1 *The time, place and manner in which X will be transported and exchanged between the parties during contact periods.*

28.5.5.2 *The variation of contact arrangements which do not substantially alter the basis of the time-share allocation provided for in this order.*

28.5.5.3 *The time, manner, and frequency of telephonic and video contact.*

28.6 *It is specifically recorded that the PCs are not authorised to make binding directives regarding:*

28.6.1 *Primary residence arrangements.*

28.6.2 *Guardianship.*

28.6.3 *Relocation or travel within or outside South Africa or France.*

28.7 *The PCs' directives shall always be subject to the oversight of a Court of competent jurisdiction. They shall only be binding upon the parties and the children for as long as a Court of competent jurisdiction has not ordered otherwise.*

29. *The applicant and the respondent shall bear the costs of the South African and the French-based PCs in equal shares, save for personal emails and telecommunications, which shall be borne by the party concerned.*

30. *There shall be no order as to costs.*

[2] The central issue for my determination was whether the applicant should be permitted to relocate permanently to her preferred destination.¹ This is with the parties' minor child born on 16 April 2012.

[3] The applicant instituted the proceedings on 31 May 2022 following the provisions of sections 18(3)(c)(iii) and 18(5) of the Children's Act.² The application was launched because the respondent failed or refused to provide his consent, either to their minor child's permanent relocation or that the minor child might accompany the applicant to their relocation destination for a holiday from 26 June 2022 until 15 July 2022. The application was initially piloted in two parts: (a) in the first part, the applicant sought orders that the minor child might accompany her to their relocation destination for a holiday during the school vacation from 26 June 2022 until 15 July 2022 and; (b) an order was sought to permit a clinical psychologist to carry out an investigation and compile a report setting out recommendations as to whether it was in the best interests of the minor child to relocate permanently with the applicant and, if so, what care and contact arrangements would be in the minor child's best interests.

[4] In the second part, the applicant sought the requisite authority to remove the minor child permanently from South Africa to permanently relocate with the applicant to their preferred relocation destination. The relief sought in the first part of the application

¹ Lyon in France

² Act No. 38 of 2005 ("the Children's Act").

was settled and the court granted an order in terms of which: (a) the respondent consented to an order that the applicant might temporarily remove the minor child from this country to travel abroad for a holiday from 26 June 2022 until 15 July 2022, on specific terms and conditions; (b) the appointment of the applicant's expert was confirmed, and it was agreed that this expert's report would be delivered by no later than 8 July 2022; (c) the respondent reserved his right to appoint an expert, and if he did so, his expert's report would be delivered by no later than 30 September 2022; (d) it was agreed that the experts' joint minute would be filed by no later than 6 October 2022; (e) a timetable was agreed that the parties might supplement their papers for the relief sought in the second part of the application and; (f) costs were to stand over for later determination.

[5] After that, the applicant's expert delivered his report and a further supplementary report. The respondent's expert also delivered her report, and the experts then delivered their joint expert minutes. Both the experts produced comprehensive reports, and both recommended, in their separate reports, that the applicant be permitted to relocate abroad with the minor child. The experts indicated their recommendations in the following terms:

'...We are further in agreement that the relocation application is bona fide, and that [the applicant] has given adequate attention to the [minor child's] needs and as far as we are able to determine, has the financial capacity to meet the [minor child's] requirements in a new environment, including (as far as has been possible) the child's schooling and educational needs...'

[6] Notwithstanding these reports and the joint minute of the experts, the respondent

persisted with his opposition to the application and requested that the court dismiss the application with costs on the scale between attorney and client. In the alternative, and if the court was to authorise the minor child's relocation abroad, the respondent was, save for some minor differences, amenable to the recommendations of the joint experts.

Overview

[7] After delivering a complete set of papers, the applicant amended certain aspects of her relocation plans. These changes were explained to the experts, and these modifications are detailed in their reports and joint minutes. These issues were explained in detail by the applicant by way of a supplementary affidavit, and the respondent did not object to introducing this further affidavit into evidence.

[8] At the beginning of the year, the applicant wrote to the respondent about her motivation and reasons for relocating and requested that he consider the matter and provide his consent. In summary, the applicant provided the following information: (a) she referred to previous discussions between the parties as to the proposed relocation; (b) she understood what an impact such a huge life decision would have on the respondent and promised to keep him apprised of her plans; (c) she outlined the advantages in general and that it was their minor child's wish to relocate with her; (d) she outlined the process required in broad terms and the steps that she would need to take in respect of the relocation, and; (e) she provided information as to the proposed schooling of the minor child abroad.

[9] Further, she explained that both her parents had passed away. Her brother and his family resided abroad, and her two siblings both had plans to relocate permanently. Most importantly, she assured the respondent that she would have sufficient rental income from her two homes for her financial stability abroad. Also, she had investments. In addition, there would be far more opportunities for her career abroad. She hoped the respondent would consent to her decision to relocate with their minor daughter.

[10] After the delivery of the founding, opposing and replying affidavits, the applicant's plans for relocation were amended in two primary ways, namely; (a) a previous partner and a friend of the applicant and the godfather to their minor daughter generously offered to make an extensive financial contribution to facilitate their intended relocation, and; (b) to meet most of the respondent's concerns, the applicant proposed that she instead relocate to a larger, more well-resourced and less remote destination abroad.³

[11] These changes, as they evolved, were discussed by the applicant with the experts during their investigations and were extensively detailed in their reports filed of record. The experts opined that the applicant's reasons for relocating were *bona fide* and indicated that the applicant was undoubtedly the minor child's primary carer. It must be so that the applicant's wishes regarding the minor child carry considerable weight, as courts are reluctant to displace a primary carer's responsibilities and decisions in respect of a minor child.

³ Lyon in France instead of Chambéry in France.

Consideration

[12] As stated above, both experts have extensively researched the matter, have taken all relevant factors into consideration, and have independently and jointly recommended that the applicant be permitted to relocate with the party's minor child. I must, to a large extent, be guided by these experts. It is not disputed that there is a loving and secure bond between the minor child and both of her parents.

[13] Further, it was agreed that the applicant is the minor child's primary carer and that she should remain the parent of the minor child's primary residence. Both agree that there is no basis for the respondent's assertions that the applicant has alienated the minor child from the respondent. Further, the applicant has historically consistently sustained and promoted the bond and contact between their minor child and the respondent. As such, there is no basis for concern that the applicant would frustrate contact between the respondent and their minor child after relocation. In addition, it was agreed that their minor child is a brilliant ten (10) year old girl who is closely aligned with her mother and wishes to relocate with her.

[16] Regarding the applicant's financial situation, a third-party benefactor donated €750 000 for her and the party's minor child to relocate abroad. Both parties agreed that should the applicant be required to remain here, it is likely that the levels of conflict between the parties, which is already a vexed and conflicted relationship, will escalate between them and will negatively impact their minor child.

[17] In addition, both agree that their minor child must be afforded extensive telephonic, email and electronic contact with the respondent and that all other ways of

maintaining and developing the respondent's relationship with the minor child should be encouraged. These aspects of contact have been consolidated into the experts' joint minutes. Both experts regard the relocation as a life-enhancing opportunity, not only for the applicant but more particularly, for the party's minor child.

[18] Whilst both experts acknowledge that there may be certain potential losses for the minor child in the short term, these are outweighed by the potential advantages for her on relocation. The only fundamental areas of dispute between the parties are related to certain practicalities envisaged by the relocation. Often in relocation cases, experts produce conflicting reports and recommendations. In this case, both experts have arrived at similar conclusions and recommendations about almost every aspect of the matter.

[19] The interests of the minor child are paramount. Our jurisprudence makes it clear that our courts are extremely reluctant to interfere with the wishes of a parent who bears the primary responsibility of a party's minor child. This matter did not entail applying the classic opposed motion evaluation principles, as the procedure involved an inquiry into the minor child's best interests.

[20] The objections and complaints raised by the respondent are, for the most part, underpinned by technicalities. In addition, the respondent accuses the applicant of having a personality disorder and of alienating the minor child from him. There was simply no merit in these unfortunate complaints. The only issues regarding the 'experts' that required my attention were related to the relocation conditions.

[21] The applicant confirmed that she would only relocate once she and the minor child had secured the appropriate visas. The granting of these visas presupposes an

acceptance of the applicant's business plan by the proposed destination country. The applicant provided the necessary information exhibiting that all the 'conditions' raised by the experts in their reports had been met by her.

[22] It is significant to record that currently, the applicant pays for all the financial needs of the minor child with little or no contribution by the respondent. It was against this background that it was difficult to discern why the respondent overly concerned himself with the extent of the applicant's financial position in connection with her relocation.

[23] My core focus was to determine what was in the minor child's best interests. That having been said our apex court has confirmed that a child's best interests do not always outweigh or trump other competing rights. What is in the best interests of a minor child is however also subject to limitations and cannot automatically assume dominance over other constitutional rights or considerations.⁴ Each case falls to be decided on its own particular facts. In the context of relocation applications the following penchant remarks are apposite:

*'...It would likewise be incorrect to categorically hold that because it is generally in the best interests of a child to form a physical bond with, and experience the love, affection and care of both parents, that a parent who intends to relocate with the children to a different town, or country, is precluded from relocating ...'*⁵

[24] A court will not lightly refuse to grant an order for a child to relocate permanently

⁴ *S v M (Centre for Child Law as Amicus Curiae)* 2008 (3) SA 232 (CC) at paras [12] to [26].

⁵ *MK v MC* (15986/2016) [2018] ZAGPJHC 9 (29 January 2018) at para [37].

from the country if the decision of the ‘custodian’ parent is shown to be *bona fide* and reasonable.⁶ It is so that relocations have been refused for lack of planning of practicalities. This was not the case in this matter. I say this because the applicant’s plans were settled. The applicant enjoyed the financial backing to implement her plans. Most (if not all) of the arguments advanced by the respondent were technical arguments that did not deal with the core issues of the proposed relocation.

[25] I was persuaded that the applicant’s proposed relocation was *bona fide* and reasonable. This was also in the minor child’s best interests. I need to stress the importance of due recognition of the realities of any relocation and the dangers of obstructing the reasonable proposals of the primary caregiver. In this case, it seemed abundantly clear to me that the relocation at this stage would be in the minor child’s best interests. However painful this may be, the respondent has got to grasp and appreciate this fact.

[26] I thoroughly appreciated that the respondent would be less than human if he did not feel frustrated given the relocation order that was granted. This may well spill over into a sense of resentment against the applicant. If this has indeed happened, he ought to reflect upon his minor child’s happiness and stability. This is one of the core factors that had to be given great weight when weighing up the various factors that arose when this court had to decide whether to grant the relocation order.

[27] Put in another way, if I had not granted the relocation order, I would undoubtedly have put a blight on the potential for the serenity and happiness of the minor child. This

⁶ *F v F* 2006 (3) SA 42 (SCA) at para [9].

would have been manifestly contrary to the welfare of the minor child. This is a reality that a court determining an application for relocation must consider. Besides, the appointed experts reported and recommended the broad terms of the court order that was eventually granted.

[28] Given all these factors, I formed the wholesale view that the applicant's decision to relocate was *bona fide* and genuine. I appreciated that the relationship between the respondent and the minor child would be prejudiced if the relocation order was granted. However, the advantages of the relocation far outweighed the disadvantages of the relocation. I also failed to understand the respondent's real motivation for opposing the relocation.

[29] These are my reasons for the order granted on 21 November 2022.

E. D. WILLE
Judge of the High Court
Cape Town