IN THE CIRCUIT COURT , 28TH FEBRUARY ROAD ACCRA, SITTING ON THURSDAY THE 29TH DAY OF FEBRUARY 2024, BEFORE HER HONOUR ELLEN OFEI-AYEH (MRS.) CIRCUIT COURT JUDGE

CASE NUMBER: C5/166/2022

THERESA FRIMPONG …… }PETITIONER/APPLICANT

NIMA ROUNDABOUT, ACCRA

V

ISAAC FRIMPONG …… } RESPONDENT/RESPONDENT

NIMA MARKET, ACCRA

LEGAL REPRESENTATION:

JOSEPHINE OWUSU SARPONG ESQ.FOR THE PETITIONER/APPLICANT

JAMES OWURA-MENSAH ESQ. FOR THE RESPONDENT/RESPONDENT

JUDGMENT

Petitioner avers that the parties were married under the Ordinance on the 6th of September, 2004 have 4 issues aged at the time of the filing of the petition 16, 13, 9, and 3 years old. She has pleaded unreasonable behavior the failure to maintain the issue of the marriage, and the inability to reconcile their differences causing her so much distress

anxiety, and embarrassment. In seeking a dissolution she prays in the petition filed on 25/1/2022 for the following reliefs,

a. An Order for the dissolution of the ordinance marriage celebrated between the parties as the marriage has broken down beyond reconciliation.
b. Custody of the issues to be given to the petitioner with reasonable access to the respondent.
c. An Order for the Respondent to maintain the issues of the marriage as well as pay their school fees and medical bills as and when they fall due.
d. Equitable distribution of the jointly acquired properties of the marriage
e. An amount of GHC50,000.00 as a lump sum financial settlement
f. And any other reliefs as this honourable court may deem fit

As per the petition, the list of properties consists of ;

g. Two plots of land, Kasoa.
h. Two single-room house Mamobi.
i. One plot of land Weija.
j. Two-bedroom house; Amasaman-Doblo.
k. Two-Bedroom house, Mamobi Market.
l. Container cold store, Mamobi Market.

In his Answer filed on 2/3/2022, he denied the allegations made by the petitioner regarding unreasonable behavior, amidst allegations of assault of the petitioner during her pregnancy, refusal to name their last child, etc. In his petition, he claims that he

acquired all the properties listed, except for the one located in Amasaman which is not part of his self-acquired property. He also alleged that he made several attempts to reconcile with the respondent, but they failed because the respondent was not interested in reconciliation. In his cross-petition, he sought the following;

a. That the marriage celebrated between them be dissolved
b. Custody of the four children is to be given to the petitioner with reasonable access to the Respondent
c. The respondent will settle the petitioner with a single room self-contained at Mamobi, Accra.

The matter was set down for trial and the following issues are to be determined;

1. Whether the Ordinance marriage between the parties has broken down beyond reconciliation
2. Whether or not the custody of the children should be granted to the petitioner
3. An Order for the Respondent to maintain the issues of the marriage as well as pay their school fees and medical bills as and when they fall due.
4. Whether the listed properties are matrimonial property and should be equitably distributed
5. Whether the petitioner is entitled to GHC50,000.00 lump sum financial settlement

In Okudzeto Ablakwa (No 2) v Attorney General & Obetsebi Lamptey , the Supreme Court in dealing with the burden of proof, held on page 867 of the report that, 'He who asserts, assumes the onus of proof…… what this rule means is that, if a person goes to

court to make an allegation the onus is on him to lead evidence to prove that allegation unless the allegation is admitted. If he fails to do that the ruling on that allegation will go against him. Stated more explicitly, a party cannot win a case in court if the case is based on an allegation which he fails to prove or establish.'

It is also the view of the law that, the burden of producing evidence shifts from party to party at the various stages of the trial based on the issues asserted or denied. See the case of In Re-ASHALLEY BOTWE LANDS; ADJETEY AGBOSU AND OTHERS VRS. KOTEY AND OTHERS {2003-2004} SCGLR 420 AT PAGE 425.

The standard of proof in civil cases is that the party who alleges is to prove his case on a balance of probabilities. Section 12(2) of the Evidence Act (1975) NRCD 323 defines the preponderance of probabilities as that "degree of certainty of belief in the mind of the court by which it is convinced that the existence of a fact is more probable than its non-existence."

In consequence, the cross-petition by itself must be proven just like that of the claim, and the standard of proof just like that of the plaintiff is by the preponderance of probabilities, and for the defendant as if he were the plaintiff in respect of his claim. He assumes the same burden as the plaintiff to adduce sufficient evidence in support of his case if he is to succeed. See holding (b) in the Court of Appeal decision in Rev. Daniel Okpotiokertchiri v Eddie Nelson

ISSUES 1 to 4

The petitioner has testified that the parties were married under the Ordinance in the year 2004. She relied on the certificate of the marriage as Exhibit 'A'. This has not been disputed by the respondent. The petitioner has alleged in her testimony that the marriage has broken down beyond reconciliation as the respondent is quick-tempered and unforgiving. She testified that she was physically assaulted by the respondent while she was pregnant, almost resulting in the loss of the pregnancy. He adds that the respondent denied that he was responsible for her pregnancy with the last child. She adds that for the past 4 years, since the conception, the respondent has refused to have any communication with her.

In his defense, the respondent testified that he prayed the court would dissolve the marriage because the petitioner is quick-tempered and does not respect him. He denied ever denying responsibility of the 4th born but rather it was the petitioner who refused to allow him to name the child. He denied physically assaulting the petitioner.

Section 2 (1) of the matrimonial Causes Act, Act 367 provides that;

(1) For the purpose of showing that the marriage has broken down beyond reconciliation the petitioner shall satisfy the Court of one or more of the following facts:

(a) that the respondent has committed adultery and that by reason of the adultery the petitioner finds it intolerable to live with the respondent;

(b) that the respondent has behaved in a way that the petitioner cannot reasonably be expected to live with the respondent;

(c) that the respondent has deserted the petitioner for a continuous period of at least two years immediately preceding the presentation of the petition;

(d) that the parties to the marriage have not lived as husband and wife for a continuous period of at least two years immediately preceding the presentation of the petition and the respondent consents to the grant of a decree of divorce, provided that the consent shall not be unreasonably withheld, and where the Court is satisfied that it has been so withheld, the Court may grant a petition for divorce under this paragraph despite the refusal;

(e) that the parties to the marriage have not lived as husband and wife for a continuous period of at least five years immediately preceding the presentation of the petition; or

(f) that the parties to the marriage have, after diligent effort, been unable to reconcile their differences.

It is not in dispute that both parties have resolved that they do not intend to remain in the marriage. The parties do not dispute their attempts to reconcile their differences. In the case of Knudsen v Knudsen (1976) 1 GLR at page 204, in a discussion on what amounts to unreasonable behavior, Amissah J.A (as he then was), held as follows:

"Behavior of a party which would lead to this conclusion would range over a wide variety of acts. It may consist of one act if of sufficient gravity or of a persistent course of conduct or of a series of acts differing kinds of none of which by itself may justify a conclusion that the

person seeking the divorce cannot be reasonably be expected to live with the spouse, but the cumulative effect of all taken together would do so."

I find as fact, from the undisputed evidence on record, that the parties have behaved unreasonably towards each other, and as such find upon the balance of probabilities that the Ordinance marriage between them has broken down beyond reconciliation. I grant the decree for dissolution of the Ordinance marriage as prayed.

On the issue of custody, the petitioner has prayed for the custody of the four children aged 16, 14, 9, and 3 years at the time the petition was filed on 25/1/2022. The respondent has not challenged this prayer for custody but prays for reasonable access

Section 22(2) of the Matrimonial Causes Act, Act 367 provides that; '*The court may either on its own initiative or on application by a party to any proceedings under this Act make any order concerning any child of the household which it thinks reasonable and for the benefit of the child.*

(3) Without prejudice to the generality of subsection (2), an order under that section may-

(a) award custody of the child to any person;

(b) regulate the right of access of any person to the child;

(c) provide for the education and maintenance of the child out of the property or income of either or both of the parties to the marriage. The court may either on its own initiative or on application by a party to any proceedings under this Act make any order concerning any child of the household which it thinks reasonable and for the benefit of the child.

Section 2 (1) and (2) of The Children's Act, 1998 (Act 560) provides;

(1) The best interest of the child shall be paramount in a matter concerning the child.

2) The best interest of the child shall be the primary consideration by a court, person or institution, or any other person in a matter concerned with a child.

The petitioner has been the primary caregiver of the children and having regard to the period of absence of the respondent, and as it is not disputed, I award the custody of the children to the petitioner until they turn 18 years old. The respondent is granted reasonable access to the children on Saturdays, and half the duration of all school vacations.

On Maintenance, section 22 (3)(c) of the Matrimonial Causes Act, Act 367 provides for maintenance. Section 48(3) of the Children's Act, 2008, Act 560, provides that the following are to be considered in making a maintenance order;

a. The income and wealth of both persons legally liable to maintain the children,

b. Any impairment of the earning capacity of the person who has a duty to maintain the children.

c. The financial responsibility of the person with respect to the maintenance of other children

d. The cost of living in the area where the children are resident and

e. The Rights of the Child.

During the trial, the petitioner testified that the respondent traveled abroad and she and the children were evicted from their accommodation for non-payment of rent. She has testified that during his sojourn abroad, she had to single-handedly raise funds

for rent for the children and herself. She testified that before his sojourn, they jointly operated a cold store business. This has been challenged by the respondent that the petitioner was his employee. Clearly, from the evidence she has not been permitted to work there as an employee or as a co-owner since his sojourn.

In his defence, the respondent alleges that since 2017 the petitioner has not been working at the Cold store and he has been providing for the maintenance and upkeep of the children to date. By this admission, and in the absence of any evidence about the earning capacity of the petitioner, I find as a fact that the respondent has financial obligations and is ordered to pay all school fees, educational materials, and health needs of the children. I have considered that the petitioner lived at Nima with the children. No evidence was led regarding their social circumstances. I have considered the economic circumstances and the respondent's defense that he has health challenges.

In addition to the payment of school fees, educational materials, and health needs, he is ordered to pay GHC500.00 for each child, i.e Esther Frimpong, Benjamin Frimpong, Stephen Amo Tobin Frimpong, and Jacob Nhyiraba Gyasi Frimpong for their feeding and clothing, and this shall be paid on the 1st Tuesday of each month to the petitioner. The petitioner being a parent with equal responsibility shall take up any additional costs incurred by the children.

ISSUES 4 & 5

The petitioner has prayed the court to equitably distribute the jointly acquired properties of the marriage which is listed. She also prays for an amount of GHC50,000.00 as a lump sum financial settlement.

In her testimony, she stated that during the subsistence of the marriage, they acquired two plots of land, Kasoa, Two single-room houses at Mamobi, One plot of land Weija, a Two-bedroom House; Amasaman-Doblo, a Two-Bedroom house, Mamobi Market and Container cold store, Mamobi Market.

She also testified that they operated a cold store business which served as their source of income and out of this they were able to acquire the properties mentioned jointly. She tendered into evidence a Tenancy Agreement and a copy of a statement of account as exhibits 'B' and ''C'' respectively.

Under cross-examination she responded;

Q.7 Who established the cold store business

A. The respondent and I started the cold store business,

Q8. If you started the cold store with your husband does it mean you contributed financially?

Yes

Q9. How much did you contribute to establish the cold store

A. I can't quantify the figure but after the marriage the proceeds obtained was placed in the bank and we invested it later in the cold store business.

She added that they both went to rent the store from one Hajia and in 2005 the cold store was established with a single fridge. She denied the respondent was solely responsible for the cold store. She also denied that she was a paid employee of the cold store earning GHC300.00 monthly, she explained that she did request the respondent to pay her but he had refused to because whenever he paid his employees any money the petitioner was jealous for that matter he refused to pay her. However, he sometimes gave her GHC50.00. She also did admit that the respondent gave her upkeep money every day. She also admitted that the Amasaman property she signed it the document as a witness.

Under cross-examination, she further stated that she was an ice cream seller before her marriage and at that time respondent was working with his brother as an employee at his cold store. She further insisted that upon their marriage they '' joined hands'' to do business, and they do have a joint account, for which she is a signatory.

In his defence, the respondent testified that he had set up a fund to be given to his wife every month while he had traveled. He added that he does not own all the properties listed and those he single-handedly acquired are in his name. He denied that the two plots of land at Kasoa and one plot of land at Weija belongs to him because the Pentecost Co-Operative and Mutual Support and Social Welfare Services Society Ltd. have taken over the two Kasoa plots because he defaulted in the loan repayment. He also denied ownership of a cold store and two bedroom house at Mamobi market.

He admits however ownership of the following properties. –

Two single-room houses at Mamobi, which were originally stores but were converted.

Two-bedroom house at Amasaman-Doblo Accra

A cold store at Nima.

Under cross-examination, he admitted ownership of Nsawam-Doboro two-bedroom apartment. When asked whether the Nsawam-Doboro and Amasaman-Doboro properties were the same, he insisted that he had no such Amasaman property which is inconsistent with his pleadings that he has an Amasaman-Doblo property. He has also denied averring in his pleadings that he claimed he would settle the petitioner with the Mamobi self-contained, and this is again inconsistent with his pleadings.

The respondent testified that one of the single-room houses at Mamobi was used as the matrimonial home and occupied by the petitioner and the children but then she rented it out for inexplicable reasons. He testified that the petitioner earned GHC300.00 per month from 2005 and until 2017 when she started her own business.

He tendered into evidence the following,

Re-Request for loan statement – Exhibit 1

Pentecost Co-operation offer of loan dated 8th January 2019 – Exhibit 2

- Loan application form – Exhibit 2a
- 1st Grantor Information – Exhibit 2b
- 2nd Grantor Information – Exhibit 2c
- Application for Loan 10th December 2018 – Exhibit 2d

- Statement for Isaac Frimpong – Exhibit 2e

- Indenture – Exhibit 3

- Receipt dated 20th July 2007 – Exhibit 4

- Statutory Declaration dated 20th July 2007 – Exhibit 5

Under cross-examination, he admitted that at the time he got married, he was working with his brother. He also admitted that he had no properties when he got married. He further admitted that it was true he stopped working for his brother after a misunderstanding so for six months he was at home. He admitted the petitioner was in an ice cream business but it was not selling so she quit after a month.

The following transpired when the respondent was cross-examined;

Q16 *The first day you opened the shop you went with Petitioner to start operating same?*

A *Yes is it true. I informed her because she is my wife so right from the beginning we started, I informed her, so the day we started the business I told Petitioner that since she is my wife we are going to work together here.*

Q17 *Based on your evidence before the court I further put to you that Petitioner has been the principal partner in your joint cold store business and not your brother as you want the court to believe.*

A *It's not true, if Petitioner helped me, she helped me after the store was completed and we worked together. As to how the store came, the construction costs and anything*

in ….to the cold store, she didn't know anything about it. I started the cold store with one fridge.

Q18 *When you started the business together with petitioner, what role or duties was she performing in the shop?*

A *I told Petitioner to come and help me so that work in case I am not around to go and bring in goods she can take charge and when I return to take care of the children or cook, so I take over the shop.*

Q19 *You will agree that Petitioner performed both managerial duties and also other duties such as serving customers and managing the shop?*

A *Not correct, I am in charge of the managing of the shop. When I am not around the Petitioner serves the customers and when I return I take charge of the shop and manage everything there and the Petitioner will go home because she has not knowledge about the cold store business and I have the experience of the cold store business.*

By these responses and the evidence on record I find as a fact that all the properties listed were acquired during the pendency of the marriage.

What constitutes proof has been defined in Majolabe v Larbi (1959) GLR 190 as "… *where a party makes an averment capable of proof in some positive way, example by producing documents, description of things, reference to other facts, instances and his averment is denied, he does not prove it by merely going into the witness box, and repeating the averment on oath,*

or having it repeated on oath by a witness. He proves it by producing other evidence of facts and circumstances from which the court can be satisfied that what he avers is true."

The respondent failed to lead any evidence to prove that petitioner was his employee properly so called. There are no documents on petitioner's SSNIT contributions, taxes etc. I therefore find as a fact that the cold store was being operated by the parties as a joint venture, and not as the respondent deems to be, as employee and employer.

In respect of Exhibit 2 series , there is no agreement between himself and the Pentecost Cooperative and Mutual Support and Social Services Society to use the two Kasoa plots as collateral. Instead, in Exhibit 2A and 2C, Mercy Nyarko and Joseph Mensah are guarantors of the loan facility respectively. In light of the denials made by the petitioner and in the absence of any evidence of proof, I do find as a fact that the Kasoa plots were not subject to a loan facility as collateral.

In the context of the law governing the distribution of marital property in matrimonial proceedings if the burden of proof has been satisfied, merely stating that a party has property elsewhere is not enough to adjudge whether the alleged property is jointly acquired or spousal property in law.

The more recent decision in Peter Adjei v Margaret Adjei delivered on 21 April 2021, Civil Appeal number J4/06/2021,SC explained the principle of jointly acquired property and matrimonial property in light with Article 18 of the 1992 constitution. The combined effect of the decisions referred to in that case were that ; *any property that is acquired during the subsistence of a marriage, be it customary or under the English or*

Mohammedan Ordinance, is presumed to have been jointly acquired by the couple and upon divorce, should be shared between them on the equality is equity principle. This presumption of joint acquisition is, however, rebuttable upon evidence to the contrary. What this means, in effect is that, it is not every property acquired single-handedly by any of the spouses during the subsistence of a marriage that can be termed as a 'jointly-acquired' property to be distributed at all cost on this equality is equity principle. Rather, it is property that has been shown from the evidence adduced during the trial, to have been jointly acquired, irrespective of whether or not there was direct, pecuniary or substantial contribution from both spouses in the acquisition. The operative term or phrase is; "property jointly acquired during the subsistence of the marriage". So, where a spouse is able to lead evidence in rebuttal or to the contrary, as was the case in Fynn v Fynn (supra), the presumption theory of joint acquisition collapses.'

His Lordship Pwamang JSC. explained that *being an evidential presumption, it is rebuttable by the spouse whose ostensible property is in question or any person challenging the presumption by adducing evidence to prove that the other spouse contributed nothing in the acquisition of the property. See* Fynn v Fynn & Osei [2013-2014] 1 SCGLR 727. *When sufficient evidence in rebuttal is introduced by the spouse who is the ostensible owner of the property, or a party challenging the presumption, the evidential burden shifts onto the other spouse to also introduce any evidence of her contribution to the acquisition of the property..'*

That said, all the above-listed properties having been acquired during the pendency of the marriage are presumed to be jointly acquired until the respondent leads a rebuttal. He has led evidence that Pentecost Co-Operation and Mutual Support and Social welfare Services Society Ltd. have taken over the two Kasoa plots because he

defaulted in a loan repayment. Exhibit 2 series covers the documentation for the loan. Mention is made in exhibit 2 D that the cold store and home appliances are to be used to guarantee the loan. Nowhere is mentioned in the documentation that the two Kasoa plots were to be used. In respect of the Mamobi properties, the respondent testified that land belongs to A.M.A but now the government is claiming the land. No single documentation in proof was led regarding his assertion. He denied having any property at Amasaman or Weija. Notably, no evidence was led by the petitioner regarding a Weija plot and as the burden did not shift, I find no such Weija plot exists. As regards the Amasaman, property, the respondent has also admitted having a property at Amasaman Doblo Accra, therefore I find as a fact that an Amasaman property does exist.

Paragraphs 3 and 4 of Exhibit 5, support the assertion of the petitioner that there exist stores at Mamobi contrary to the denial of the Respondent, and I find such a property as described, to be in existence.

The law no longer requires a spouse to prove direct pecuniary contribution in the form of paying part of the purchase price of the property from her own money or buying part of the building materials in the case of a house. See the decision in Adjei v Adjei, Civil Appeal, suit number/J4/6/2021, the unreported judgment of the Supreme Court dated 21st April 2021. See the case of Dr. Gilbert Anyeitei and Susana Anyetei Civil Appeal number J4/67/21, delivered on 2/3/2023.

In this case, the petitioner testified that she and respondent set up the cold store and I have made that finding of fact. I also find as a fact that the petitioner was in ice cream

business before the cold store business, whether successful or not. No evidence was led in proof by the respondent regarding the allegation that his brother helped him set up the cold store., I am inclined to accept the petitioner's testimony because if account is taken of the extramarital commitments of the husband, that would have shifted a lot of the domestic burden on the wife. Emotional support and satisfactory matrimonial services by a spouse are also elements of contribution to the acquisition of assets during a marriage. In this case, the documents filed on the properties by the husband show that he involved his wife in signing the tenancy agreement for the cold store and a bank statement with Abii National for the 2016 to 2017 period, and it shows their joint names and some of the properties were acquired in the joint names of husband and wife. These are contained in exhibits B and C. This, can only mean a recognition by the respondent of the assistance, in whatever form, he got from the wife in the acquisition of the properties.

Having considered the entirety of the evidence led, the responses of the respondent in respect of the loan facility which had a purpose; to expand the cold store, his responses on the mode of acquisition of the Kasoa plots, and the inability of the respondent to prove that the Kasoa properties were encumbered and the Mamobi property is being intended to be taken over by the government, I find that these properties constitute marital property for which the petitioner is entitled to its benefits and its risks.

The respondent described the petitioner as a hard worker under cross-examination, and from the evidence there are no income sources mentioned by the respondent

which has been proved. Petitioner having denied being paid GHc300.00 monthly and the sum of GHc150.00 monthly as claimed to have been paid on different occasions by the respondent, the burden remained on the respondent to prove same. Again, no evidence by way of SSNIT contributions from the employer's records were tendered. I therefore find as a fact that the petitioner was not paid as an employee to the respondent for that matter. Considering the entirety of the evidence led, the admissions of the respondent regarding the petitioner's roles, contribution, and hard work, and the findings of fact, I find on the balance of probabilities that the stated properties are matrimonial property and the petitioner is a joint owner of the matrimonial property and same should be distributed by a 50:50 ratio.

FINANCIAL PROVISION

Section 20 of the Matrimonial Causes Act, Act 367 provides that:

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(1) The court may order either party to the marriage to pay to the other party such sum of money or convey to the other party such movable or immovable property as settlement of property rights or in lieu thereof or as part of financial provision as the court thinks just and equitable.

(2) Payments and conveyances under this section may be ordered to be made in gross or by installments.

In the decision in Aikins v Aikins (1979) GLR 223, in determining an entitlement under section 20 his Lordship Sarkodee J. at holding 3, considered that in ordering a lump

payment, where the husband had capital assets sufficient for that purpose the court should not hesitate to order a lump sum which once made could not be varied in light of changing circumstances such as remarriage. His Lordship considered that such payment need not be physical cash '*but could be determined by his ability to provide money by way of overdraft or loan; and in the absence of full and frank information by the husband as to his financial situation, the court was entitled to draw inferences adverse to the husband as to his capacity.*'

In Anthony Victor Obeng v Mrs. Henrietta Obeng, Suit number J4/37/2015 delivered on 9th December 2015 SC, in discussing the factors to be considered in arriving at a quantum of a lump sum, their lordships considered the needs of either party and all the circumstances of the case, and particularly where the husband has capital assets without crippling his earning power. Their Lordships considered that where he has available assets sufficient for the purpose the court should not hesitate to order a lump sum payment.

I have considered the period the parties have been married but then, presently, there is very little evidence regarding the earning capacity of the parties. In Jonathan Josiah v Constance Josiah 2020 DLCA 10040, suit number H1/154/2019 CA. their Lordships also noted that in determining a lump sum the court must look at realities and not the conduct of either party. No evidence was led by either party regarding the respective incomes of the parties, and the ability of the respondent to pay the lump sum. I have considered the living conditions described by the petitioner while the respondent had

travelled abroad, and her hard work as described in the words of the respondent, vis a vis the absence of an income, save for the occasional GHC50.00 which she admitted to.

The parties have been married since 2004. I have made a finding of fact earlier in this judgment that both parties have shown unreasonableness towards each other during the pendency of the marriage. However, the petitioner has played a role as a wife including the domestic duties of a wife at some point of the marriage which cannot be quantified. Notably, I made a finding earlier in this judgment that the respondent did throw out the petitioner's belongings, so she had to stay in a storeroom. I therefore find it just and equitable to grant financial provision to the petitioner having had to live in a storeroom and considering the evidence on record, and the available assets of the respondent to grant the sum of GHC30,000.00 as financial provision to the petitioner.

FINAL ORDERS

Judgment is entered as follows;

1. The Ordinance marriage between the parties has broken down beyond reconciliation and the decree for dissolution is accordingly granted.
2. Custody of the children of the marriage, is awarded to the petitioner until they turn 18 years. The respondent is granted reasonable access to the children on Saturdays, and half the duration of all school vacations.
3. In addition to the payment of school fees, educational materials, and health needs, Respondent is ordered to pay GHC500.00 for each child, i.e Esther Frimpong until she turns 18 years in 2024, and Benjamin Frimpong, Stephen

Amo Tobin Frimpong, and Jacob Nhyiraba Gyasi Frimpong for their feeding and clothing, and this shall be paid on the 1st Tuesday of each month to the petitioner. The petitioner being a parent with equal responsibility shall take up any additional costs incurred by the children.

4. The following property; two plots of land, Kasoa, Two single room house Mamobi, One plot of land Weija, a Two-bedroom House-Amasaman-Doblo, a Two-Bedroom house- Mamobi Market and Container cold store, Mamobi Market are to be equitably distributed at a 50:50 ratio, being jointly acquired matrimonial property. Either one party would buy the other party out, or within 6 months from this judgment, the respondent should have taken steps to convey 50% of the listed property to the petitioner. The cost of the conveyance shall be borne by the petitioner.
5. The respondent is ordered to pay the sum of GHC 30,000.00 to the petitioner as financial provision.
6. All other reliefs of the parties not stated in these final orders are dismissed.
7. Parties are to bear their own costs.

……sgd……..

HH Ellen Ofei-Ayeh(Mrs