IN THE HIGH COURT OF JUSTICE, ACCRA HELD ON 6TH NOVEMBER 2023 BEFORE HER LADYSHIP ELFREDA DANKYI (MRS), HIGH COURT JUDGE, SITTING IN DIVORCE AND MATRIMONIAL CAUSES DIVISION THREE.

SUIT NO: DM 0270/20

MRS. CELESTINE Y. WIREDU - PETITIONER

VS.

PROFESSOR JOHN WIREDU - RESPONDENT

JUDGMENT:

This is a wife's amended Petition filed on the 8th of July, 2022 for dissolution of marriage and for the grant of ancillary reliefs. On 7th March 2003, the parties celebrated their marriage on 6th September 1997 under the Marriages Act, (1884 – 1985) (CAP 127), at Legon, Accra. After the marriage, the parties cohabited at Little Legon Chalets in Accra. There are no issues of the marriage. The Petitioner has a son from a previous relationship and the Respondent has three children from his previous marriage.

The Petitioner, alleged that the marriage celebrated between the parties has broken down beyond reconciliation, on account of the Respondent's unreasonable behaviour. The parties have not lived as husband and wife for a period of fourteen years (14) years preceding the commencement of the Petition. Petitioner commenced this Petition, seeking the following reliefs:

1. That the marriage celebrated between the parties be dissolved.
2. That the Respondent should pay alimony to the Petitioner for 10 years.
3. That the Respondent should pay compensation to the Petitioner for services and support during the subsistence of the marriage.

4. That the land at Legon village, Oyibi and the building at No. 370 Lakeside Estate, Ashalley Botwe acquired during the subsistence of the marriage should be treated as joint and distributed equitably.

The Respondent filed an Appearance and Answer by which he largely denied the Petitioner's assertions. He averred among others, contests the address Petitioner endorsed on her petiton as his since he rather lives at H/No. 370 Mandela Road. Lakeside Estates, Ashaley Botwe, Accra where he has lived since December, 2009. Respondent is emphatic that the Petitioner has never lived at his current address, Petitioner has refused to accept the Respondent's children from an earlier marriage which act caused a degeneration of the marriage. Respondent denies that he has had any amorous relationship with his ex-wife who came to Ghana to celebrate their son's wedding in 2020. The Respondent particularised the Petitioner's unreasonable behaviour as ignoring the children of his previous marriage and refusing to cook for them. This act of the Petitioner forced him to send the children to his sister in Kumasi where the children attended secondary school. As soon as the children were out of the house the Petitioner will be pleasant in the marriage but when the children came on holidays the Petitioner will resume her unfriendly. Behaviour toward the marriage causing the Respondent pain and anxiety. The Petitioner refused to speak to the children and complained bitterly when even when the children ate any food cooked by her. The Respondent says it reached a stage when the Petitioner refused to cook for the children and these children had to cook their own food. So to make the children comfortable the Respondent also decided to refuse to eat food cooked by the petitioner for him and rather joined in with his children to cook and eat. He averred further, that it is rather the Petitioner who has been unreasonable by her conduct in the marriage.

He filed a Cross –Petition praying for a dissolution of the marriage between the parties and also that each party should bear its own cost.

The Petitioner filed a Reply and Answer to Cross–Petition. At the close of pleadings, the suit was set down for trial. The Court directed the parties to file Witness Statements for the conduct of the trial. The parties complied with the Orders of the Court and filed Witness Statements. Both parties testified and called witnesses.

This being a civil suit, the standard of proof required of a party who makes assertions which are denied, is one on a balance of probabilities. This therefore requires a party making assertions, to adduce such evidence in proof of the assertions, such that the Court is convinced, that the existence of the facts he or she asserts, are more probable than their non-existence. As the Respondent in this case has filed a Cross-Petition, he bears the same evidential burden as the Petitioner, on the facts he asserts. In certain circumstances, however, this burden may shift. **SEE SECTIONS 11, 12 and 14 OF THE EVIDENCE ACT, 1975 (NRCD 323).** See also the cases of **ZABRAMA V. SEGBEDZI [1991] 2 GLR 221.** Where crime is alleged, however, the proof of same is beyond reasonable doubt as provided for by **SECTION 13(1) of NRCD 323, supra.**

The first issue for determination by this Court, is whether or not the marriage celebrated between the parties has broken down beyond reconciliation. Each party making an assertion that the marriage has broken down beyond reconciliation, must prove same. The sole ground for dissolution of a marriage in this jurisdiction, shall be that the marriage has broken down beyond reconciliation. This is provided for by Section 1(2) of the **MATRIMONIAL CAUSES ACT, 1971 (ACT 367).**

The facts required to prove that the marriage has broken down beyond reconciliation, are set out in Section 2 (1) of Act 367 as follows:

(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."

The general position of the law is that, a Court ought to inquire so far as is reasonable, into the facts alleged by the Petitioner and Respondent, to satisfy itself on the evidence, that the marriage between the parties has broken down beyond reconciliation. This requirement is provided for by sections 2(2) and 2 (3) of Act 367, as follows:

"(2) On a Petition for divorce the Court shall inquire, so far as is reasonable, into the facts alleged by the Petitioner and the Respondent.

(3) although the Court finds the existence of one or more of the facts specified in subsection (1), the Court shall not grant a Petition for divorce unless it is satisfied, on all the evidence that the marriage has broken down beyond reconciliation."

The particulars of breakdown of the marriage averred to by the Petitioner in her pleadings, are: the unreasonable behaviour of the Respondent. The Petitioner testifies that she was subjected to continued mistreatment by the Respondent and his children from a previous marriage. The mistreatment became so unbearable that Petitioner was compelled to leave the matrimonial home in 2009. She further testified that the ex-wife of the Respondent a Nigerian, moved into the matrimonial home without the consent and permission of the petition and the said woman is currently cohabiting with the Respondent. She averred that there has been no sexual intercourse between Petitioner and Respondent since 2009, about eleven years before the filing of this petition by the Petitioner. She further testified that all attempts by family and the parish priest of their church to reconcile the parties have proved futile.

Section 2 (1) (b) of Act 367, supra, permits the Court to dissolve a marriage where the Petitioner can establish that there has been unreasonable behaviour on the part of the Respondent, such that the Petitioner cannot reasonably be expected to live with him.

What amounts to unreasonable behaviour, has been held to depend on the circumstances of each case. The conduct must be grave and weighty, such as to merit a finding that the Petitioner cannot be reasonably expected to live with the Respondent. On what conduct will amount to unreasonable behaviour, Hayfron Benjamin J (as he then was) stated in the case of **MENSAH V. MENSAH [1972] 2 GLR, 198 at 204,** as follows:

"The test however is an objective one; it is whether the Petitioner can reasonably be expected to live with the Respondent and not whether the Petitioner in fact finds it intolerable to do so.

The answer must be related to the circumstances of both the Petitioner and the Respondent, and is eminently a question of fact in each case. However, as Asquith L.J. observed in Buchler v. Buchler [1947] P. 25 at p. 46, C.A. "It is, I think, possible to say of certain courses of conduct that they could not amount to constructive desertion, and of certain other courses that they could not fail to do so." One point is however clear and it is that the conduct complained of must be sufficiently grave and weighty to justify a finding that the Petitioner cannot reasonably be expected to live with the Respondent. Mere trivialities will not suffice. The parties must be expected to put up with what has been described as the reasonable wear and tear of married life…." (My emphasis).

I am persuaded by the above definition of unreasonable conduct and will determine the assertions of unreasonable behaviour in the light of this definition.

The Petitioner asserted that the children of the Respondent refused to help out with domestic chores and were on some occasions rude to her and insulted her**.** She further testified that the children locked her outside the matrimonial home by leaving their key in the door lock thereby preventing her from putting her key inside the door hole. This behaviour of the children prevented her from entering the house and when she complained to the Respondent he did nothing about it. The Petitioner further testified that the Respondent is still in an amorous relationship with his ex-wife because they are living together.

These assertions were denied by the Respondent. According to the Respondent, he has never been of unreasonable behaviour and it is rather the Petitioner who is of unreasonable behaviour. The behaviour of the Petitioner caused the Respondent to withdraw from consortium with the Petitioner.

The Petitioner's assertions having been denied, she had the obligation to adduce further credible and positive evidence in support of her assertions and not to merely repeat her assertions on oath. The Respondent's cross petition states that the

marriage has broken down beyond reconciliation which is admitted by the Petitioner.

In the oft quoted case of **MAJOLAGBE V. LARBI [1959] GLR 190 at page 192**, OLLENU J. (as he then was) quoting his decision in KHOURY V. RICHTER, stated of this obligation or standard of proof as follows:

"Proof in law is the establishment of facts by proper legal means. Where a party makes an averment capable of proof in some positive way, e.g. by producing documents, description of things, reference to other facts, instances, or circumstances, and his averment is denied, he does not prove it by merely going into the witness-box and repeating that averment on oath, or having it repeated on oath by his 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 Petitioner having repeated her assertions on oath, without more, she failed to establish unreasonable behaviour by the Respondent. The assertions by the Petitioner that the children were rude, refusing to help with household chores, and locking Petitioner out of the house and the non chalant behaviour of the Respondent when complaints are made to him by the Petitioner about his children were not substantiated. The Court is of the opinion that having failed to prove this allegations the ground of unreasonable behaviour fails.

The Respondent under cross examination failed to proof the veracity of his allegations of unreasonable behaviour on the part of the Petitioner. The marriage between the parties will therefore not be dissolved on grounds of the Respondent's unreasonable behaviour.

The Parties both aver that the parties have not lived as husband and wife for a period of fourteen (14) years preceding the commencement of the Petition, for which reason they pray for a dissolution of the marriage.

By Section 2 (1) (e) of Act 367, where the parties to the marriage have not lived as husband and wife for a continuous period of at least five (5) years, immediately preceding the presentation of the Petition, the Court may proceed to dissolve the marriage.

The evidence of the Petitioner in respect of desertion was in accordance with her pleadings. She was neither challenged on her pleadings nor on her evidence on this assertion. The Respondent also admits that the parties have lived apart for about fourteen years. I find in the circumstances that the Petitioner has established her assertion. The marriage celebrated between the parties will accordingly be dissolved on this ground.

The parties also testified that the marriage between them has broken down and all efforts to reconcile has proved futile. The evidence of the parties establish that they had several differences in the course of the marriage due to the presence of the Respondent's children in the matrimonial home.. These differences could not be resolved by the families nor their parish priest, resulting in a separation. The parties do not live as husband and wife as already stated.

I am satisfied upon the evidence, that the marriage between the parties has broken down beyond reconciliation, on grounds of irreconcilable differences between the parties and that parties have lived apart for a period of fourteen years as provided for by Sections 2(1) (e) and (f) of Act 367, supra. The marriage will therefore be dissolved on this ground.

The Petitioner alleged that the Respondent is in an amorous relationship with his ex-wife in the course of the marriage. The Petitioner's allegation is that the ex-wife is living in the matrimonial home at Little Chalets Legon. She further testified that the Respondent his ex wife are seen attending church together in the same car with the children. This assertion was denied by the Petitioner who explained that the ex-wife came to Ghana to attend their son's Christopher's wedding in 2020 and was unable

to return to Nigeria due to the closure of the Ghana borders. The ex-wife was then staying in a hotel waiting the opening of the borders. Due to the high cost of the hotel bills the children pleaded with him to allow their mother, his ex-wife, to stay in their house which he allowed and even then she stayed in the children's side of the house. An amorous relationship is a consensual romantic, intimate, sexual and /or dating relationship. This assertion by the Petitioner that Respondent is in an amorous relationship with his former wife could not be proved by the Petitioner in her testimony. The Court is of the opinion that merely seeing the Respondent and his ex-wife together in church with their children cannot be a proof that the Respondent and the ex-wife are in an amorous relationship. The testimony of the Respondent that the said lady lived in their home because of the costly hotel bills she was incurring a result of the closure of the border during the covid days. This testimony was not challenged by the Petitioner with further proof. This ground of adultery also fails.

By section 2 (1) (a) of the Matrimonial Causes Act, 1971 (Act 367), if the Respondent is able to prove adultery on the part of the Petitioner, then the Court may grant a dissolution of the marriage between the parties.

The assertions of amorous relationship was denied by the Respondent. It has been held that, direct evidence of adultery is difficult to find. However, same can be inferred if looking at the circumstances of each case, it can reasonably be inferred that there was proof of disposition and opportunity, for committing adultery. **SEE: ADJETEY V. ADJETEY [1973] 1 GLR.**

The Petitioner who had the onus to adduce credible direct or circumstantial evidence to establish her assertions was unable to do so, as the evidence adduced by her in no way established an amorous relationship on the part of the Respondent . Her assertions therefore fails. The marriage can therefore not be dissolved on grounds of adultery.

The Petitioner prays for an equal share of the following properties:

1. That the land at Legon village, Oyibi should be treated as joint and distributed equitably.

2. The building at No. 370 Lakeside Estate, Ashalley Botwe acquired during the subsistence of the marriage should be treated as joint and distributed equitably.

The right of spouses to properties acquired jointly during marriage has been given constitutional approval by Article 22 (3) of the 1992 Constitution of the Republic of Ghana, which provides as follows;

"With a view to achieving the full realisation of the rights referred to in clause 2 of this article;

a. Spouses shall have equal access to property jointly acquired during marriage.

b. Assets which are jointly acquired during marriage shall be distributed equitably between the spouses upon dissolution of marriage."

This provision of the constitution, recognises that properties acquired jointly during marriage, are to be distributed equitably between the parties, upon dissolution of the marriage. The Courts of this Jurisdiction have long departed from the principle of substantial contribution, and it is now settled law, that a presumption exists that property acquired during marriage is understood to be joint property, regardless of whether or not the other spouse contributed financially to its acquisition. The share of each party in such property depends on the circumstances of each case. This position of the law has been settled by several decided cases. See **BOAFO V. BOAFO [2005 – 2006] SCGLR 705**; **MENSAH V. MENSAH [2012] SCGLR 391;**

QUARTSON V. QUARTSON [2012] SCGLR 1077; ARTHUR V. ARTHUR NO. 1, CIVIL APPEAL NO. J4/19/2013 (S.C).

It has been held, however, that the application of this presumption, depends on the circumstances of each case. This principle is not meant to afford spouses access to property where the evidence clearly indicates that they are not so entitled. Neither, is the principle meant to deprive spouses of the right to acquire their individual property and to dispose of same in the course of the marriage. **SEE**: **QUARTSON V. QUARTSON [2012] SCGLR 1077; FYNN V. FYNN; CIVIL APPEAL NO J4/28/2013.**

Furthermore, Article 18 (2) of the 1992 Constitution of Ghana recognises the right of a person to hold property alone or in association with others. **SEE: FYNN V. FYNN** referred to supra and **ADJEI V. ADJEI [CIVIL APPEAL NO. J4/06/2021[2021] GHASC 5 (21ST APRIL 2021). S.C.**

The evidence of the Petitioner is that even though she did not contribute financially to the two properties, she is entitled to an equal distribution of the assets. She testified that she contributed to the upkeep of the home especially when the two older children attended the university around the same time. She further testified that she bought household appliances when the Respondent was building at Lake Side Estate. The Petitioner furnished the Court with Exhibit A which is an Indenture between the vendors of the Lakeside property and the Respondent.

Counsel for the Respondent in his written address says that the Petitioner did not plead the issue of property sharing of the two assets and the Court should not determine this particular issue. Counsel made reference to case law and statutes. This submission of Counsel needs to be corrected before the Court makes a determination of the ancillary reliefs. On the 8th of July, 2022 Counsel for the Petitioner filed an amended petition pursuant to a Court Order on 23rd June, 2022 and one of the reliefs is for an equal share in the two properties at Oyibi and Lake side Estates. Petitioner also filed an amended witness statement incorporating this

additional relief. Consequently the submission by Petitioner's counsel that the Petitioner did not include the sharing of properties in her pleading is not the case.

The Respondent challenged the evidence of the Petitioner and adduced contrary evidence. The Respondent testified that, he paid for the plots of land at Oyibi and Lakeside without any contribution from the Petitioner. The Respondent furnished the Court with exhibits 1 -6 to prove that he purchased these two properties by acquiring loans from Prudential Bank and from the Credit Union meant for university lecturers. The Respondent testified that he acquired all these properties exclusively and without any contribution from the Petitioner in anyway. Respondent contends that he financed the purchase of the Oyibi land from his membership in the University of Ghana Credit Union to complete it for which his end of service benefits in partial repayment of same. He attached an exhibit as proof of this two loans, offer letters from Prudential Bank, exhibits 1 and 2 , his letter to the Director of Finance University of Ghana to assign his end of service benefits to Prudential Bank Exhibit 3 as well as statements from Prudential bank showing the credit in his accounts of the loan amounts before expenses, Exhibit 4 series and statements from the University of Ghana credit Union showing credits of loan amounts in his account Exhibit 5 series. Respondent further contends that he made payments on the purchase on his land at Lakeside estates on which he constructed a dwelling house in which he currently lives with some of his children and their families.

He testified that even though he acquired these properties during the marriage all the properties were in his name and not meant to be joint properties. The Respondent testified that he moved into his house which is House 370 Mandela Street, Lakeside Estates Ashalley Botwe, Accra, when he retired from the University in 2009 the same year that the Petitioner deserted the matrimonial home at Little Chalets at Legon. The Respondent testified that the Petitioner has never stayed in his current home even though the Petitioner by her address stated on her petition

and other processes gives the impression that she resides at H/No 370 Mandela Street, Lakeside Estates.

I find that the Respondent has established on the balance of probabilities that the said properties are not meant to be joint assets. The said facts notwithstanding, the issue this Court must determine is whether or not, the Petitioner is entitled to a share in two properties, as same was acquired in the course of the marriage. In this case, the Petitioner asserted that she did not contribute financially but contributed to the upkeep of the house.

Notwithstanding that the Petitioner has not established a financial contribution, it settled by the authorities cited in this Judgment, that where property is acquired in the course of the marriage, a presumption is raised that same is jointly acquired. There is no requirement for a party to the marriage to establish financial contribution to the acquisition of a property, to be entitled to a share in same. The onus of rebutting this presumption rests on the Respondent against whom finding will be made, if he fails to adduce sufficient evidence in rebuttal of the presumption. Where depending on the circumstances of the case, the Court makes a determination that the property was jointly acquired, the Court may proceed to settle any part of same on a party, as the equities may determine.

This Court must therefore, make a determination on the evidence whether this presumption should apply to this case, or whether same is rebutted by contrary evidence. The Petitioner furnished the Court with a copy of an Indenture as Exhibit A indicating the name of the Respondent as the sole owner of the plot of land at Oyibi. The Respondent has testified that he solely purchased the two properties which has not been challenged by the Petitioner.

The evidence adduced before this Court, is that the Respondent acquired same in his sole name. Therefore, it seems to me that the very fact of the Respondent acquiring the plots of land in his sole name in these circumstances, evinces an intention by him, to own the properties at Lakeside Estates and Oyibi solely.

Article 18 (2) of the 1992 Constitution of Ghana recognises the right of a person to hold property alone or in association with others. A party within marriage can therefore acquire property solely or jointly with a spouse, depending on the circumstances of the case. I am of the view that this is one such case where the circumstances rebut the presumption of joint ownership. **SEE: ADJEI V. ADJEI [CIVIL APPEAL NO. J4/ acquired 6/2021]. [2021] GHASC 5 (21ST APRIL 2021). S.C.** The Respondent also testified that he obtained loans from his bank and from the Credit Union

The determination of whether a party has established an assertion on the balance of probabilities, requires that where there are two choices, this Court accepts that which is more probable and rejects the less probable choice. **SEE: BISI V. TABIRI alias ASARE [1987-88] 1 GLR 360.** In the circumstances, I find that the Respondent has proved his assertion that loans for the two plots of land at Oyibi and Lakeside Estate.

On the totality of the evidence adduced therefore, I find that the Respondent has adduced sufficient evidence to rebut the presumption that the Lakeside Estate and the Oyibi properties are not jointly acquired. I therefore find that the two properties are the self – acquired property of the Respondent.

I come to the above conclusion, having taken into consideration, that properties the subject matter of this suit, were acquired prior to the coming into force of the **LAND ACT 2020, ACT 1036.** Sections 38 (3) and (4) of **Act 1036**, provide that in respect of jointly acquired property, unless the contrary intention is expressed, where a grant is

made in the name of only one spouse, the said spouse shall be deemed to be holding it in trust for the other spouse.

Assuming **Act 1036** were applicable, there being no definition of what constitutes jointly acquired property in the said Act, as this Court has come to the conclusion that the Manye Aku Apartments is not jointly acquired, the presumption of Trust under section 38 (3) and (4), of **Act 1036** would not in my view, have been applicable to the circumstances of this case.

The Petitioner claims an equal share in the two properties of the Respondent.

What then is an equitable share of the one remaining plot of land? The evidence adduced before ethe Court, establishes that the properties were acquired during the pendency of the marriage. This Court will therefore make necessary Orders. The plot of land at Oyibi will be settled on the Petitioner. The home at Lakeside Estate is the solely acquired property of the Respondent and it shall remain so. The Court will not devolve any equitable share of it to the Petitioner.

The Petitioner, seeks alimony or financial settlement to be paid by the Respondent to her, in the sum commensurate to ten years of the marriage a relief the Respondent asserts the Petitioner is not entitled to.

Section **20 of the Matrimonial Causes Act, 1971 (Act 367),** recognises the payment of a lump sum financial provision to a party in the following terms;

"20. Property settlement

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

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

The factors governing the award of such financial provision are varied. The Court must consider whether or not the parties are employed, whether they have capital assets, their means, and the need for resettlement of either party, the duration of the parties' marriage, among others. See **AIKINS V. AIKINS [1979] GLR 223; QUARTSON V. QUARTSON [2012] 2 SCGLR 1077.**

The award of alimony, or financial provision to a spouse, upon dissolution of a marriage, is therefore dependent on the circumstances of each case and must be just and equitable, as required by Section 20 (1) of Act 367, supra.

I have examined the circumstances of the parties in this case, and considered the means filed of the parties. The Respondent is a retired lecturer but currently lecturing on part time basis at the University of Ghana. He exhibited his bank statement which indicates a salary of about One Thousand Three Hundred Ghana Cedis (GH¢1,300.00). Petitioner filed her Affidavit of Means. Petitioner earns a salary of Six Thousand and Eighteen Cedis Fifteen pesewas (GH¢6,018.15) as her net salary. She also enjoys a rent allowance of Three Thousand Four Hundred and Eighteen Cedis and Sixty Three Pesewas (GH¢3,418.63). The Petitioner has also stated her expenses in her affidavit of means. The Petitioner is an examiner at the West Africa Examinations Council (WAEC) under Cross-Examination of the Petitioner by counsel for the Respondent she stated that she has had a number of promotions since she was employed at WAEC. Petitioner left the matrimonial home for fourteen years out of the total of twenty-six (26) years. There is no issue between the parties. The Court is of opinion that the Petitioner appears to be in a better financial standing than the Respondent. Respondent is retired and earning a diminished salary. I am of the opinion that Petitioner is not entitled to any financial provision after taking into consideration the circumstances of the case. Property

settlement of the plot of land at Oyibi is given to the Petitioner in lieu of financial provision.

The Petitioner prays for compensation. Section 20 of the Matrimonial Act (Act 367) has been stated supra. There is nothing in that provision or under that law that states that compensation can be awarded as a relief in divorce proceedings. This prayer of the Petitioner hereby also fails.

I am of the view that each party should bear his/her own cost as both parties are currently employed.

Upon the evidence adduced before the Court, therefore, I am satisfied that the marriage celebrated between the parties has broken down beyond reconciliation in accordance with Section 2 (1) (e) and (f) of the Matrimonial Causes (Act 367) Accordingly, it is hereby decreed that the marriage celebrated between the Petitioner and Respondent on 6th September 1997 in Accra, under the Marriages Act, (1884 – 85) (CAP 127), be and is hereby dissolved forthwith. The Marriage Certificate is cancelled.

Judgment is entered on the ancillary reliefs as follows:

1. The property at H/NO 270, Mandela Street, Lakeside Estate, Ashalley - Botwe is the property of the Respondent and so shall it be. The Petitioner will not have a share in this property.
2. The plot of land at Oyibi is given to the Petitioner to resettle her. The Respondent should take steps to transfer his interest in the said property at Oyibi to the Petitioner.
3. There shall be no order for financial provision or alimony.
4. The Petitioner is not entitled to compensation.
5. Each party will bear its own cost
6. All other reliefs not granted by this Judgment are hereby dismissed.

(SGD.)

ELFREDA AMY DANKYI (MRS)

JUSTICE OF THE HIGH COURT.

COUNSEL:

HUUDU YAHAYA FOR THE PETITIOENR PRESENT

NATHAN YARNEY FOR THE RESPONDENT PRESENT