IN THE CIRCUIT COURT DUNKWA-ON-OFFIN; SITTING ON 30TH NOVEMBER 2022

CORAM: HIS HONOUR YAW POKU ACHAMPONG

SUIT NO.: C5/01/2021

FELICIA POMAA ……. *PETITIONER*

VS

EBENEZER KWOFIE ……… *RESPONDENT*

PARTIES PRESENT

JUDGMENT

INTRODUCTION

Petitioner herein filed a petition on 30th October 2020, seeking the following reliefs:

i. Dissolution of the marriage between parties.

ii. Order on Respondent to refund GH¢2000.00 to Petitioner being financial assistance Respondent took from Petitioner.

iii. Order of the Court to share equally between the parties a jointly acquired property.

iv. Order granting custody of the three children of the marriage to Petitioner and Respondent being made to pay equitable monthly maintenance to the children.

v. Order of the Court on Respondent to pay alimony of GH¢30000.00 to Petitioner.

Respondent filed an answer and cross-petition on 18th November 2020 seeking the following relief:

An order of the court granting custody of the three(3) children of the marriage to Respondent.

LEGAL REGIME

In *Hyde v Hyde & Woodmanse*[L.R.] 1 P. & D. 130, Lord Penzance stated:

> "I conceive that marriage as understood in Christendom may for this purpose be defined as the voluntary union for life of one man and one woman, to the exclusion of all others."

The true nature of marriage under the *Marriage Ordinance*, Cap 127(1951 Rev) is captured by the words of Lord Penzance as above. Such marriage when contracted is supposed to be for life. But sometimes, circumstances prevail in the marriage in later years which spoil the soup and make it unpalatable for one of the parties or both of them. When this happens, there may come agitation for a party to bow out of the relationship they have sworn an oath to remain in for life – "for better; for worse".

In Ghana, the *Matrimonial Causes Act*, 1971(Act 367) is the primary law that governs marriage contracted under the Marriage Ordinance. Under that law, either of the parties can bring a petition for divorce. See section 1(1) of Act 367. There is only one ground that the court can stand on to dissolve a marriage, should a divorce petition be filed before it. That ground is that it must be demonstrated to the court that the marriage has broken down beyond reconciliation. Vide section 1(2) of Act 367.

By section 2(1) of Act 367, a condition or more of the following should prevail as regards the marriage for the court to hold that the marriage has broken down beyond reconciliation. The said provision of the law states:

> "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."

However, irrespective of the prevalence of any of the above six situations(conditions precedent), the court shall not grant a divorce unless the court is satisfied on all the evidence that the marriage has broken down beyond reconciliation – this is as provided in section 2(3) of Act 367.

PETITIONER'S CASE

The parties got married under the Marriage Ordinance, Cap 127(1951 Rev) on 17th March 2006 at the District Court, Dunkwa-On-Offin. Petitioner stated that there was no peace at where the couple lived as there were quarrels between her and other tenants in the house. Petitioner, upon carefully studying the situation realized that Respondent had befriended one of the

tenants called Adjoa Appiah sometime past. Due to that Petitioner moved out of that house and went to stay with her parents. Respondent later joined Petitioner there.

At a point in time, Petitioner discovered that Respondent was in an amorous relationship with one Abiba. Because of that Respondent would leave home in the morning only to return late at night. When Petitioner demanded explanation, Respondent got offended and the result was a quarrel. Upon Petitioner's incessant and persistent complaints about the above-mentioned conduct of Respondent, Respondent moved out and went to live with his parents. Respondent thereafter neglected his responsibilities towards Petitioner and failed to maintain the children. Attempts by family members of both parties to reconcile the differences of the parties proved futile. Consequently, Petitioner presented the drinks that symbolized the marriage to Respondent's parents and told them her intention to have the marriage dissolved. Petitioner said she had been advised that she would not be able to get pregnant anymore as a result of consistent surgical operation during child birth, and that that was the reason Respondent had neglected her and had gone for another woman. It is the case of Petitioner that she finds Respondent's adulterous behaviour intolerable and she cannot continue to live with him as wife and husband. It is the case of the petitioner that in the course of the marriage, the couple jointly acquired two separate plots – at a place known as Newman Estate and the other at Secondary Technical School area, Dunkwa-On-Offin. They also bought two cars. According to Petitioner, the parties once agreed that Petitioner should buy cement to mould blocks for the development of the plot at Newman estate. Petitioner, pursuant to that agreement spent GH¢2000.00 to purchase 100 bags of cement to mould 3000 blocks. The said blocks were deposited on the said land. Respondent subsequently disposed them of.

Petitioner called one witness – her mother and she supported the marriage being dissolved. Petitioner's mother also corroborated Petitioner's evidence as regards the properties acquired in the marriage herein.

RESPONDENT'S SIDE OF THE STORY

Throughout the marriage, the couple have not known any peace owing to Petitioner being excessively quarrelsome and violent. The couple first lived in a rented apartment; Petitioner fought with almost all the occupants of the said house including the landlady. The couple were supposed to have stayed in that house for at least ten(10) years but he was compelled by the circumstances to get another accommodation within one year of occupancy of that house; thus losing rent for nine years. Respondent's father-in-law offered to help on the premise that Respondent would assist him to complete his house at Dunkwa Dwakesiem so that the couple herein could move into some of the rooms in that house to occupy same. Respondent spent a fortune on that venture. Shortly after the couple had moved into that house, Petitioner's father died. Respondent's mother-in-law(PW1) joined hands with Petitioner to make life uncomfortable for Respondent in the said house; aimed at compelling Respondent to vacate the said house. When Petitioner realized that Respondent was not taking any steps to vacate the house, she threatened to harm him on several occasions. When Respondent exceeded his elastic limit as regards the situation, he relocated to stay at his mother's apartment, leaving behind the petitioner and their three children. He moved into his mother's residence because he was too impecunious to rent accommodation for himself as he had earlier used his resources to work on his father-in-law's said house. The money he used on his father-in-law's house was a loan which he was paying with his salary. In the midst of the storm that Respondent found himself in, Petitioner kept threatening him with divorce. Petitioner eventually presented drinks to Respondent's parents to indicate to them that she was no longer interested in the marriage. Efforts by family members of the parties at reconciling the parties proved futile owing to the intransigence of Petitioner. Out of jealousy on the part of Petitioner, she had been suspecting Respondent of cheating on her and had attacked him and his female friends in public without basis. On one occasion, Petitioner attacked a sister of Respondent's boss with a club and injured her seriously leading to that lady being hospitalized. Also on that occasion, Petitioner vandalized Respondent's car; that drained Respondent's resources in repairing the car. Respondent once reported the excesses of

Petitioner to the police wherefore the police warned and cautioned her to be of good behaviour; Petitioner was unrepentant. According to Respondent, he owns one building plot which he acquired in early 2007 – few months after the celebration of the marriage. Respondent submitted that Petitioner had no job at the time of the acquisition of the said land and therefore did not contribute even a pesewa towards its acquisition. Respondent stated that the plot at Newman Estate was a joint property which he owned together with his siblings. He produced a document as evidence to that effect; the same document Petitioner tendered in evidence through Respondent as a witness and it was marked Exhibit A. The said document reads:

"NEWMAN ESTATES MEMOMORANUM OF AGREEMENT

P. O. BOX 189 DUNKWA-OFFIN

1. I the undersigned, Mr Lawrence Newman of Dunkwa on Offin[sic] and within the Denkyira Traditional Area in the Central Region in the Republic of Ghana accreditted[sic] a Plot of land mesuring[sic] 100' x 80' bounded in bonder the North by P. road plot on the South by No 117 plot on the East by No 134 plot and on the West by No 140 plot.

2. That E.K. and / c have[sic] provided a bottle of schnapps and shall pay an amount of fifteen thousad(¢ 15, 000) cedis as yearly rent to Dunkwa stool land Department through Mr. Newman, three years period is allowed for erecting building on the said land given to the Leasee[sic], failure to comply with the above, the said land could be confiscated by Mr Newman the owner of the land.

3. That E. K. and /C have no right or authority to transfer or sell the said plot of land to any person or grounp[sic] of persons or company or correction[sic] without the consent or approval of Mr newman[sic], and if the said land is developed or not been developed[sic] and the leasee[sic] wants to sell it, the leasee[sic] should pay 1/3 of the proceeds of the sales to the land owner Mr. Newman, known as Teacher Newman.

Dated AT DUNKWA-ON-OFFIN THIS DAY OF 15/2/1998

Signature:…[SIGNED]……	Signature:…….[SIGNED]……
(EBENEZER KWOFIE)	(Lawrence Newman)
Leasee[sic]	LEASOR[sic]
WITNESS	WITNESS
1. …….SIGNATURE….	1. S. Newman Amesi
2. HOFFMAN ADU DARKOH	2. …………………….
	SIGNATURE"

Respondent denied Petitioner's claims about the GH¢2000.00 and prayed the court to dismiss same. Respondent agreed that the marriage be dissolved. He also prayed for custody of all the children of the marriage. Respondent called a brother of his as a witness and he testified that the said property at Newman Estates was a jointly owned property among Respondent and his siblings. Respondent also called two old men as witnesses; they catalogued a series of reports on the marriage and efforts made to resolve the differences of the parties. The two old men were ad idem that the marriage be dissolved.

ANALYSIS

The issues the court has been called upon to determine are:

1. Whether or not the marriage between the parties has broken down beyond reconciliation.
2. Whether or not Petitioner is entitled to a share of the properties acquired during the marriage, in the circumstances.
3. Whether or not the plot of land at Newman Estates is a joint property of Respondent and his siblings.
3. Whether or not the Petitioner is entitled to her claim of GH¢2000.00
4. Whether or not Petitioner should be given custody of the children of the marriage.
5. Whether or not Respondent should be given custody of the children of the marriage.

6. Whether or not Petitioner is entitled to alimony.

Abban J in *Baah Ltd v. Saleh Brothers*[1971] 1GLR 119 @ 122 observed as follows, as he made reference to the dictum of Ollennu J(as he then was) in *Majolagbe v Larbi* infra that:

> "It can therefore be seen that, on the whole, the plaintiffs simply put forward allegations of indebtedness in their statement of claim and repeated the same before the referee. It is well established that where a party makes an averment in his pleadings and it is denied, that averment cannot be sufficiently proved by just mounting the witness-box and reciting that averment on oath without adducing some sort of corroborative evidence. When delivering his judgment in the case of Majolagbe v. Larbi [1959] G.L.R. 190, Ollennu J. (as he then was) at page 192 had this to say:
>
> > 'Here I may repeat what I stated in the case of Khoury and Anor. v. Richter on this question of proof. That judgment was delivered on the 8th December, 1958, and the passage in question is 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'."

Abban J further stated in *Baah Ltd v. Saleh Brothers* supra that:

"This opinion of the law was not only approved but also stressed by the Court of Appeal in its judgment in the case of Norgah v. Quartey, Court of Appeal, 15 May 1967, unreported; digested in (1967) C.C. 115."

In cross-examination of Petitoner, the following transpired:

"Q. In which year did we buy the land at Newman Estates.

A. 2004 i.e. about two years before you got married to me. But we were then living together.

Q. I put it to you that neither you nor I bought that land. That land was bought by my brothers in 1998.

A. It is not true.

Q. Do you remember that when I was buying the plot at Secondary Technical School area, you had stopped work and you were at home because the Ayanfuri station was to be reconstructed.

A. It is not true.

Q. You claim I and you jointly acquired that land at the Secondary Technical School area, how much did you contribute towards the purchase of the land.

A. It was money we realized from our wedding ceremony that we used to purchase that land. You did not bring money and I also did not bring money for the purchase of that land.

Q. I put it to you that I took a loan from Bayport Financial Services and used it to purchase that land…

A. You rather used that loan to buy a car. You were not able to make use of the car and as I speak it is parked at the mechanic shop.

Q. You stated that you and I bought the car with registration number GC 8928[sic]; tell the Court how much you contributed towards the purchase of the car.

A. I did not contribute directly in buying the said car but at the time you bought that car, we had some economic difficulty at home and so I took care of the household.

Q. Do you remember that at the time I bought that car I was working at three different places…

A. I remember but I had to top up the money you gave for the upkeep of the house.

Q. How much money did you contribute towards the buying of the car with registration number GR 3044-09 as you have stated in your witness statement.

A. As I have already stated, you used the said loan to buy those two cars. You did not use the loan to buy any land.

…

Q. You filed a Notice to Produce Document and attached an exhibit – labelled Exhibit FP1, what receipt is that.

A. That is the receipt for the GH¢2000.00 I devoted for the purchase of cement.

Q. Did I buy that cement or you bought it.

A. You and I went to the cement shop and bought the cement. I took money from my bag and paid for it and we conveyed it to somebody's house and moulded the blocks.

Q. Why is it that the receipt bears your name and not my name.

A. Because at that time, I paid for it.

Q. Why is it that you stated in your Witness Statement that you devoted GH¢2000.00 and it was to buy 100 bags of cement but on this receipt, it is written 80bags of cement.

A. When the blocks were being moulded there was shortage of cement; I went to some other shop to buy some cement to be added to the earlier one making 100 bags.

Q. Where is the receipt in respect of the extra you bought later.

A. I did not take a receipt in respect of that one.

Q. It is stated on the receipt Exhibit FP1 that GH¢2000.00 was used to purchase 80bags of cement. Therefore, where did you get the money to buy the extra bags of cement.

A. I could only find the receipt in respect of the 80bags but not the 20bags; that is why I brought the receipt in respect of the 80bags to Court. I used my own money to buy the 20 extra bags of cement.

Q. Why is it that on the receipt Exhibit FP1 that you used GH¢2000.00 to pay for 80bags of cement but you stated in you Witness Statement you used GH¢2000.00 to buy 100 bags of cement.

A. At the time my Witness Statement was being prepared, I had not found the receipt for the first batch of cement I bought. So it was later that I found it and that is why, I came to court to file the "Notice to Produce Document".

Q. Why did you not come and amend your Witness Statement after you found the receipt.

A. Upon finding the receipt, I came to the Court and the Registrar advised me that I could file "Notice to Produce Document".

Section 80 of the *Evidence Act, 1975*(NRCD 323) states:

"(1) Except as otherwise provided by this Decree, the court or jury may, in determining the credibility of a witness, consider any matter that is relevant to prove or disprove the truthfulness of his testimony at the trial.
(2) Matters which may be relevant to the determination of the credibility of the witness include, but are not limited to the following:
(a) the demeanour of the witness;
(b) the substance of the testimony;
(c) the existence or non-existence of any fact testified to by the witness;
(d) the capacity and opportunity of the witness to perceive, recollect or relate any matter about which he testifies;
(e) the existence or non-existence of bias, interest or other motive;
(f) the character of the witness as to traits of honesty or truthfulness or their opposites;

(g) a statement or conduct which is consistent or inconsistent with the testimony of the witness at the trial;

(h) the statement of the witness admitting untruthfulness or asserting truthfulness."

In *Ntiri* v. *Essien* [2001-2002] SCGLR 451, it was held that the trial judge has the duty to ascertain credibility of a witness.

In further cross-examination of Petitioner by Respondent, the following took place:

"Q. Can you give me evidence to show that I and Abiba were in amorous relationship.

A. I have seen you and Abiba in a Beer Bar in a position that suggests the two of you were in an amorous relationship. Also, I once saw your car parked in front of Abiba's house and I used my phone to call you and the phone on which I called rang in Abiba's room.

Q. I put it to you that I and Abiba are not in any amorous relationship.

A. It is not true. You are in an amorous relationship with Abiba."

Kpegah J.A. (as he then was) in *Zabrama v. Segbedzi* [1991] 2 GLR 221 @ 246 stated as regards proof in law that:

"… a person who makes an averment or assertion, which is denied by his opponent, has a burden to establish that his averment or assertion is true, and he does not discharge this burden unless he leads admissible and credible evidence from which the fact or facts he asserts can safely be inferred. The nature of each averment or assertion determines the degree and nature of the burden."

In *Baah Ltd v. Saleh Brothers* [supra], Abban J further held at page 122 that:

"In these circumstances, I am unable to say that the plaintiffs are entitled to the relief sought on the evidence before the referee. The evidence is not sufficient to

satisfy the mind and the conscience of any reasonable referee and for that matter any reasonable judge so as to convince him to venture to act upon that conviction in favour of the plaintiffs. The referee was therefore justified in recommending that the plaintiffs' claim should be disallowed."

Similarly, I hold that Petitoner has failed to prove her claim as regards the GH¢2000.00. Further Petitioner has failed to disprove Respondent's claim that the land at Newman Estates is a joint property of Respondent and his siblings. So has she failed to legally establish her claim as regards adultery.

However, in *Mensah v Mensah*(J4/20/2011) [2012] GHASC 8 (22 February 2012), Dotse JSC whilst analyzing spousal property distribution made reference to another case of *Mensah v. Mensah* [1998-99] SCGLR 350 where the Court applied the equality is equity principle to determine how the couple's jointly acquired properties would be dealt with in terms of distribution upon dissolution of the marriage.

Dotse JSC felt in the latter *Mensah v Mensah* that it appeared that the Supreme Court took a position in the earlier *Mensah v Mensah* that favoured equal sharing of joint property in all circumstances. Dotse JSC, however, continued to say that the above position in the earlier *Mensah v Mensah* had been modified and clarified in another case – *Boafo v Boafo*[2005-2006] SCGLR 705.

In that case, the man petitioned for divorce and the woman cross-petitioned. The court dissolved the marriage. On the issue of the distribution of properties, the trial judge found that the properties had been jointly acquired; that the parties had operated their finances jointly, but the degree of financial contribution of the wife to the acquisition of the properties was not clear to the court. The trial judge then made distribution which was not based on half

and half(equal) basis. The wife appealed to the Court of Appeal on the grounds, *inter alia*, that the trial judge failed to distribute the properties in accordance with Article 22(3) of the Constitution.

Article 22(3) of the Constitution states:

> *"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 the marriage."*

The Court of Appeal held that the properties ought to have been distributed on half and half(equal) basis.

On further appeal to the Supreme Court, the Highest Court of the land held @ 711 per Date-Bah JSC who referred to *Mensah v Mensah*[1998-99] SCGLR 350 and gave further explanations that:

> "On the facts of Mensah v. Mensah (supra), the Supreme Court (per Bamford-Addo JSC) held that equal sharing was what would amount to a "just and equitable" sharing. The view of Denning LJ (as he then was), in Rimmer v. Rimmer [1952] 1 QB 63 at 73 that on the facts of that case equality is equity seems to have inspired the learned Supreme Court Judge's approach. … Denning LJ's view was that where it is clear that the matrimonial home or furniture common use belongs to one or the other of the married couple, then the courts would respect the proprietary rights of the particular spouse. But where it is not clear as to whom the beneficial interest belongs or in what proportions, then the equitable maxim of equality is equity would be applied. The spirit of Bamford-Addo JSC's judgment in Mensah v. Mensah appears to be that the principle of the equitable sharing of joint property would ordinarily entail applying

> the equitable principle, unless one spouse can prove separate proprietorship or agreement or a different proportion of ownership.
>
> This interpretation of Mensah v. Mensah as laying down the principle of equitable sharing of joint property, accords with my perception of the contemporary social mores …"

Date-Bah JSC continued at 713:

> "… Thus article 22 firmly places within the domain of social human rights the distribution of the property of spouses, on divorce… It was meant to right the imbalance that women have historically suffered in the distribution of assets jointly acquired during marriage. An equal division will often, though not invariably, be a solution to this imbalance."

According to Dotse JSC in his judgment in the latter *Mensah v Mensah*, Date-Bah JSC by the assertion above underscored the essence of section 20(1) of the *Matrimonial Causes Act*, 1971 Act 367 and article 22(3) (b) of the Constitution.

Section 20(1) of Act 367 states:

> *(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.*

Thus Dotse JSC made further reference to Date-Bah JSC's judgment in *Mensah v Mensah*(first in time) at 714, where the learned Date-Bah JSC said of section 20(1) of Act 367 that:

> "The question of what is "equitable", in essence, what is just, reasonable and accords with common sense and fair play, is a pure question of fact, dependent purely on the

particular circumstances of each case. The proportions are, therefore, fixed in accordance with the equities of any given case."

Dotse JSC observed as follows:

"Therefore even though *Boafo v. Boafo* affirmed the equality is equity principle as used in *Mensah v. Mensah*, it gave further meaning to section 20(1) of Act 367 and article 22(3)(b) of the 1992 Constitution. Consequently, the issue of proportions are to be fixed in accordance with the equities of each case.

The court duly recognized the fact that an equal (half and half) distribution, though usually a suitable solution to correct imbalances in property rights against women, may not necessarily lead to a just and equitable distribution as the Constitution and Act 367 envisages. It is submitted that the court made room for some flexibility in the application of the equality is equity principle by favouring a case by case approach as opposed to a wholesale application of the principle.

The above notwithstanding, it must be noted that the paramount goal of the court would be to achieve equality."

In *Mensah v Mensah*(first in time), the Supreme Court endorsed the Court of Appeal's position to the effect that an inability or difficulty to identify clearly distinct contributions in the acquisition of the joint property would not in itself preclude a half and half sharing.

At 716 Date Bah JSC quoted with approval a passage from the judgment of Wood JA (as she then was):

" …Indeed in cases where the evidence clearly points to a joint ownership, I found no inflexible rule stipulating that a spouse's inability to identify clearly contribution automatically disentitles him or her from a half share. To the contrary, it does appear that the courts have been quick to apply the equality is equity rule, and so lean

towards a half and half share, if from all the circumstances, such an approach would be justifiable…"

Date-Bah JSC then pronounced as follows:

"Again, we consider this passage a sound statement of the law…

Where there is substantial contribution by both spouses, the respective shares of the spouses will not be delineated proportionally like a shareholding in a company. For, the marriage relationship is not a commercial relationship… equality is equity will usually be an equitable solution to the distribution issue. The Court of Appeal was therefore within its rights in intervening to achieve equality."

Dotse JSC then concluded in *Mensah v Mensah*(the latter) that:

"It is therefore apparent that the Ghanaian Courts have accepted this equality is equity principle in the sharing of marital properties upon divorce. We believe that the death knell has been sung to the substantial contribution principle, making way for the equitable distribution as provided for under article 22 (3) of the Constitution 1992."

CONCUSION

I find on all the evidence that the marriage has broken down beyond reconciliation and therefore the marriage is dissolved. It is hereby decreed that the parties, as from today 30th November 2022 are no longer husband and wife.

I do not think that Petitioner is entitled to alimony as she prays for in relief v of the reliefs she is seeking, in the circumstances. I also do not find any merits on the claim for GH¢2000.00 by Petitioner. However, I hold that Petitioner is entitled to a portion of Respondent's land and any fixture thereon. I also hold that Petitioner is entitled to a portion of Respondent's portion of the land Respondent owns jointly with his siblings and a portion of anything on that land that belongs to Respondent and her siblings. The parties did not lead evidence as regards the

value of the said lands and any item that may be on them. They did not also lead evidence on the value of the said cars. In this case, by the situation we have on our hand, we cannot divide the pieces of land and share; so can we also not do that to the cars. We will have to treat the matter as if Petitioner is to be given general damages for her loss of enjoyment of her portion of those propperties as the parties go separate ways. See section 20(1) of Act 367. Considering the general circumstances of the case and the entire evidence on record, I find it expedient to order Respondent to pay GH¢20000.00 to Petitioner in order for him to assume full ownership of the properties as between him and Petitioner and I so make that order.

As regards custody of the children, I find in the circumstances that the status quo should be preserved; Petitioner should have custody of the children and Respondent should have reasonable access to the children. As regards maintenance, in relief iv of the petition, Petitioner only prayed that Respondent be made to pay equitable monthly maintenance to the children. I gather from the evidence that Respondent has been maintaining the children adequately and so he should continue on that course. I am guided by section 2 of the Children's Act, 1998(Act 560) to say that if the parties have any issue as regards the custody and/or access or maintenance of the children, they may seek redress at the Family Tribunal as by law established.

(SGD)

HH YAW POKU ACHAMPONG

CIRCUIT COURT JUDGE

30/11/2022