

**IN THE DISTRICT MAGISTRATE COURT HELD AT NEW TAFO-AKIM ON
THURSDAY 06-04-2023 BEFORE HER WORSHIP JOSEPHINE SARFO (MRS.)**

SUIT NO: A4/17/21

AGNES ANIAGYEI OWUSUA

OPASS BUNGALOW 18

NEW TAFO-AKIM

PETITIONER

VRS

JONATHAN CHARWEY

OPASS BUNGALOW 18

NEW TAFO-AKIM

RESPONDENT

PARTIES - PRESENT

DANIEL K. TAMATEY, ESQ FOR RESPONDENT-ABSENT

JUDGMENT

The Petitioner issued out her Petition claiming against the Respondent as follows:

1. Twenty Thousand Ghana Cedis (GHC 20,000) as compensation.
2. Settlement of Fifty percent (50%) of the present value of the matrimonial home they have rented out.
3. Order of the Court compelling Respondent to find suitable accommodation for Petitioner and her children and also to pay for the school fees, medical bills and One Thousand Five Hundred Ghana Cedis (GHC 1,500) as maintenance per month for the four children.

To the Petitioner's Petition, the Respondent filed an Answer and also Cross-Petitioned as follows:

1. An order of this Honourable Court to grant custody of all the four (4) children to the Respondent.
2. An order of this Honourable Court granting limited access to Petitioner to visit the four children.

The case of the Petitioner is that the parties got married customarily in 2001 and had the marriage converted to ordinance on 9th February, 2013 at St. Francis of Assisi Catholic Church, New Tafo-Akim. After the marriage, the parties cohabited at New Tafo-Akim. That the marriage produced four issues.

The Petitioner asserts that the Respondent had been collecting her monthly salary since 2001 until 2013 when she encountered some difficulties. During this period, the respondent shirked some of his responsibilities towards the family which conduct the Petitioner reported to their Pastor. According to the Petitioner, the Respondent always accepted the outcome of mediation by their Pastor by committing to turn on a new leaf however the Respondent always acted contrary to the resolutions reached as his behavior moved from bad to worse.

The Petitioner further asserts that though the parties are cohabiting in the same room, the Respondent has prevented her from sleeping on the matrimonial bed since March 2020, without any reason. That the family members of the Respondent are welcomed to visit the parties from time to time however for some time now whenever the mother of Petitioner visits the family, she is accused of being a witch by the Respondent.

The Petitioner further avers that the Respondent used his salary to secure a loan to purchase a car and asked her to use her salary to take care of the home. The Respondent has also rented out the house the parties jointly put up without rendering any accounts

to the Petitioner. The Petitioner asserts that the Respondent has subjected her to emotional torture, pain, distress and agony; that due to the fact that she could no longer bear the maltreatment, she vacated from the matrimonial home.

The Respondent per his Answer to the petition and cross-petition asserted that after the celebration of the customary marriage, the parties cohabited at Akwatia then later to Winneba when both parties gained admission to study at the University of Winneba and then finally to New Tafo. The Respondent avers that upon the celebration of the customary marriage, the mother of the Petitioner moved in to live with the family at Akwatia. That being a member of a paternal society, he has since the inception of the marriage been fully responsible for paying the school fees and other needs of the four children at school. According to the Respondent cracks started developing in their relationship after the conversion of the customary marriage to ordinance in 2013. Initially it was the change in attitude of the Petitioner towards him due to the long stay of the Petitioner's mother in the matrimonial home. The Petitioner begun spending all her time with the mother to the detriment of the Respondent; she shirked her responsibilities such as cooking, washing and the general management of the home. She also begun sleeping in one room with her mother and the children. According to the Respondent he meets all financial obligation of the home from his salary and other sources and does not know when the Petitioner takes her salary. It was out of the Petitioner's own free will that she supported the running of the home however at a point the Petitioner made it clear to him that she had no desire to use part of her earnings to support the home thus he committed to pay her GHC 500.00 and later GHC 600.00 to run the home. In addition, he bought rice, cooking oil, soap and other items and also paid for utilities.

The Respondent further asserted that the Petitioner developed a habit of leaving the house without informing him and returned late at night and anytime he confronted her, he was met with anger and insults and never once did Petitioner's mother question her

about her misconduct. Due to the fact that her mother's presence was creating more issues in the marital home, he asked the Petitioner to send her way which she did sometime in 2017. That prior to 2017 several attempts were made by both families to reconcile the differences between the parties however the Petitioner was not ready to see the parents of the Respondent such that when the Respondent's mother passed on, the Petitioner neither attended the funeral nor did she also allow the children of the marriage to attend.

The Respondent averred that he combined resources from his salary and other sources of income to start the house and complete work on some of the rooms. That after staying in the completed rooms with the family, the family relocated and the rooms were rented out to tenants. Part of this rent was used to cater for the educational expenses and school fees of a niece of Petitioner. Later, rents received were used to continue work on the uncompleted rooms. In 2019 and 2020, the Petitioner collected rent advance of GHC 4,000.00 from tenants.

The Respondent averred that sometime in June 2020, the mother of the Petitioner returned to the matrimonial home without his fore knowledge and due to the problems encountered earlier between the parties when she lived with them, he informed the Petitioner that he could not live with her mother in the same house. The Petitioner's mother made it clear to him that she would take her daughter away if she had to leave.

That at a meeting with some members of the Petitioner's family, the mother of the Petitioner openly insulted him by referring to him as "Kwasia", to wit, a foolish person. According to the Respondent in December 2020, while on an official duty at Koforidua, the Petitioner and her mother packed all the personal belongings of the Petitioner, documents and other things belonging to Respondent and left the matrimonial home with the children without his consent.

At the trial, the Petitioner gave evidence and called no witness in support of her case. The Respondent also gave evidence and called no other witness in support of his case.

The Petitioner told the court in her evidence in chief that she got married customarily to Respondent in 2001 and the parties settled at Akwatia till 2008 and they finally relocated to New Tafo-Akim to a rented apartment. At the time she was an intern and the Respondent had been newly posted. That their marriage was subsequently converted to ordinance marriage on 9th February 2013 at St Francis of Assisi Catholic Church. That the parties have four issues namely; Francis Charwey, 18 years, David Charwey, 14 years, Benedicta Charwey, 9 years and Priscilla Charwey, 6 years. She stated that while pregnant for the first time and being so sick and weak, the Respondent accompanied her to the bank every month to collect her monthly salary such that it became the norm and from the years 2001 to 2013, the Respondent collected her monthly salary to plan their family budget. In the year 2013, the Respondent had shirked most of his responsibilities leaving her over burdened and thus she reported the conduct of Respondent to their Pastor. For a very long time, the Respondent exhibited autocratic behavior such that she could not discuss pertinent issues relating to the family or the marriage with him. The relatives of the Respondent were welcomed to visit the matrimonial home however whenever the mother of the Petitioner visited the parties, she was accused of being a witch by the Respondent. She was asked by the Respondent to use her salary to take care of the home while he used his salary to secure a loan to purchase a car.

Together with the Respondent, they acquired a building plot with the help of a co-tenant by name Yaw Ofori Nkansah and she solely gave the Respondent an amount of GHC 1,200.00 being an accumulated back pay of her salary for the purchase of the land. The documents covering the house are in the names of both parties. After putting up the house, the Respondent rented out and enjoyed the proceeds alone although they both contributed in building same by combining their salaries; after taking out their budget

for housekeeping, the rest was invested into the building until part was completed for the family to move in. After completion of part of the building, the family lived in same till the year 2012 when they relocated to bungalow 20 on the OPASS school compound. Upon relocation, the Respondent rented out the rooms and informed her that the proceeds will be invested into the building to complete the other rooms. That the Respondent unilaterally collected rent from the tenants till 2019 when her attempts to make the Respondent account for the proceeds from the rooms resulted in an argument between the parties. Consequently, in 2019, she took GHC 3,000.00 from tenants as a year's advance and used same to purchase a three in one sofa and mattresses for the children. In 2020, she also collected GHC 1,000.00 as rent advance and used same for the upkeep of the home and the children. The Respondent also caused her emotional torture, pain and agony just so she could leave the matrimonial home since maintaining the family was difficult for him. That the respondent has used her, messed up her life and enjoyed her youthful days. She finally packed out of the marital home as she could no longer bear the treatment from the Respondent.

The Petitioner during cross-examination told the Court that there was an agreement between the parties to pull their resources together for the management of the home and thus since 2001, the Respondent took her salary at the end of each month.

The Petitioner informed the Court that there was no witness to this agreement between the parties however the Respondent during a meeting in 2013 with one Father Kwame Dumoh, the then parish priest of St. Francis of Assisi Catholic Church, New Tafo-Akim, conceded taking the Petitioner's salary from her. She further stated that while the Respondent paid for the feeding fees of the two younger children, she also paid for their transportation.

The Respondent in his evidence in chief stated that he met the Petitioner for the first time when they were both working as teachers at Akwatia. He introduced the Petitioner to his

parents first and then to the rest of the family and the family agreed and supported their intention to get married. They got married in 2001 and continued to live at Akwatia in love and happiness. In 2002, their first son was born. Being ambitious and anxious to improve, within three years of marriage, he gained admission to study at the University of Education, Winneba in 2004. The following year, 2005, through their joint efforts, the Petitioner also joined him at the same university and being her senior, she assisted the Petitioner in her studies.

During the same period, the mother of the Petitioner joined the family to assist in taking care of the children and home. While the parties were in school, the family spent holidays with his parents at Oterkporlu. The parties subsequently completed their studies and through the instrumentality of the Respondent who was then a Teacher at OPASS-New Tafo-Akim, the Petitioner got the opportunity to also intern in the same school. The family finally came to cohabit at New Tafo-Akim.

The number of children increased and it became necessary to acquire the services of a house help to assist in running the home. Through the efforts of the parents of the Respondent, they got a house help who came to live with them for two years but had to be returned due to the attitude of the Petitioner and her mother who started finding fault with the young girl and even accused her of being a witch. Around this same period, he began to notice the attitudinal change of the Petitioner and the mother in how they related to him. Upon the conversion of the marriage in 2013, he noticed that the Petitioner, due to the long stay of her mother in the marital home had changed her attitude towards him. Initially when the mother of the Petitioner came to live with them, she was very helpful in assisting to take care of the home and the children and related very well with both parties however, between the years 2014-2015, the cordial atmosphere began to change seriously as the Petitioner began to ignore her relationship with Respondent and rather strengthened her bond with the mother. She spent most of her time and life with

the mother and devoted little attention to him. At a point, the Petitioner abandoned her duties such as cooking, washing and the general management of the home. She stopped sleeping in the marital bedroom with the Respondent. When he complained, he was met with insults.

He was compelled to inform his parents about the happenings in the home and the parents visited on a number of occasions to help the parties find solution to their problems but anytime they visited, the Petitioner failed to allow them to attempt settlement and sometimes refused to talk to them or welcomed them by refusing to give them a seat and water to drink. On one of such visits, the Petitioner told the in-laws that she had already informed the Pastor about their issues and was only willing to listen to her in-laws upon the return of the Pastor who had then travelled. That his mother fell ill and subsequently passed away and during the period of her ailment, the Petitioner never called to check up on her and she failed to attend the funeral and burial service when she died. She also did not allow any of the children to attend the funeral. All these happened with the tacit approval of her mother.

The Respondent stated that to his amazement, the Petitioner begun pestering him to write a Will and give all his properties to her and the children, however he explained to her that under Krobo custom, the properties he acquired during marriage belonged to the wife and children. His refusal to heed to the demands of the Petitioner compelled her to start preparing to end the marriage culminating in the issuance of this instant Petition.

The Respondent denied allegations of being an autocratic person and further denied seizing the monthly salary of the Petitioner; he was not aware of which times the Petitioner went to the bank to withdraw her salary, though she contributed money to support housekeeping, she chose how much of her salary to support the house. At one time, when the Petitioner refused to contribute to housekeeping, he begun giving her GHC 500.00 and later GHC 600.00 at the end of each month and also bought a bag of rice,

cooking oil and other items. He also paid for the school fees of the children and paid all incoming utility bills for electricity, water and waste.

He denied receiving any money from the Petitioner to put up the house. According to the Respondent, the Petitioner portrays herself as someone who has been reduced by his conduct to the level of a slave however, he denied ever subjecting her to any form of abuse. The Respondent stated that the Petitioner is a respected member of her family due to her achievement in education, being a married person, and a mother of four children. He did not in any way drive the Petitioner out of the matrimonial home; she left the home while he was on an official duty without his knowledge.

The Respondent during cross examination stated that when he first met the Petitioner, he had no house and that the matrimonial property was acquired during the subsistence of the marriage. He also stated that the Petitioner also supported him during the subsistence of the marriage but denied ever taking her salaries from her. He further stated that he pays GHC 400.00 as monthly maintenance, remits GHC 100.00 weekly to Francis who is currently a student at the University and gives David GHC 60.00 weekly as his feeding fee.

ISSUES

Emanating from the pleadings and facts of this case, the following issues were set down by the Court for trial:

1. Whether or not the marriage between the parties has broken down beyond reconciliation?
2. Whether or not all properties identified by the parties were acquired during the subsistence of the marriage and whichever way how to distribute the said properties?

3. Whether or not the Petitioner is entitled to be granted a lump sum payment of GHC 20,000.00 as alimony for the divorce?
4. Whether or not the Petitioner/Respondent ought to be granted custody of the children of the marriage?
5. Whether or not the Respondent ought to be ordered to pay a monthly sum of GHC 1,500.00 to the Petitioner as maintenance for the children of the marriage?
6. Whether or not the Respondent ought to be ordered to pay all educational and medical expenses in relation to the children of the marriage?
7. Whether or not the Respondent ought to be ordered to provide a suitable accommodation for the Petitioner and the children of the marriage?

Sections 10,11 and 14 of the Evidence Act, 1975 (NRCD 323) puts the burden of proof for the resolution of the issues on the Petitioner. A person who makes an averment or assertion has the burden to establish that his averment or assertion is true. He does not discharge this burden unless he leads admissible and credible evidence from which the fact or facts he asserts can properly and safely be inferred. **See Majolagbe v Larbi & ORS [1959] GLR 190.** There being a cross-petition by the Respondent an equal burden is placed on the Respondent just as was held by Dotse JSC in the case of **JASS CO. LTD v APPAU [2009] SCGLR 269 at 271** that:

“whenever a defendant also files a counterclaim, then the same standard or burden of proof would be used in evaluating and assessing the case of the defendant just as it was used to evaluate and assess the case of the plaintiff against the defendant”.

The sole ground for granting a petition for divorce shall be that the marriage has broken down beyond reconciliation. **Under Section 1(2) of the Matrimonial Causes Act, 1971, (hereinafter called Act 367)** the Petitioner would have to satisfy the Court that the marriage has broken down beyond reconciliation.

Section 2 of Act 367 provides that, “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 such 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 man 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 such 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 notwithstanding the refusal;
- e) That the parties to the marriage have not lived as man and wife for a continuous period of at least five years immediately preceding the presentation of the petition;
- f) That the parties to the marriage have after diligent effort, been unable to reconcile their differences”.

The evidence before this Court has established that the parties have not lived together as husband and wife for two years now and both parties consent to the divorce. Each of them has accused the other of serious harassment and I can easily gather from their respective case that there is a serious friction in the marriage such that the continuity of the union will not augur well for either party. More so, the evidence before this Court establishes that all efforts to reconcile the parties have proved futile. I hereby declare the marriage as having broken down beyond reconciliation. I accordingly decree the

dissolution of the ordinance marriage contracted between the parties on 9th February 2013.

Having come to the conclusion that the marriage between the parties has broken down beyond reconciliation, the Court will now consider the distribution of the property acquired during the marriage.

In **MENSAH V MENSAH [1998-99] SCGLR 350**, the Supreme Court speaking through **Bamford Addo JSC** (as she then was) at page 355 held:

“the principle that property jointly acquired during marriage becomes joint property of the parties applies and such property should be shared equally on divorce; because the ordinary incidence of commerce has no application in marital relations between husband and wife who jointly acquired property during marriage.”

The Petitioner in this case is praying the Court for a fifty percent share in the house located at Mid-Tafo (i.e. three sets of 3-bedroom self-contained apartments). This house the Respondent conceded was built during the subsistence of the marriage and thus becomes a joint property of the parties which must be shared equally on divorce per the decision in *Mensah v Mensah supra*. The Respondent contended that the Petitioner is not entitled to any share since she did not contribute financially towards the construction. The Respondent stated that he combined resources from his salary and other sources of income in putting up the house. The Petitioner on the other hand asserted that based upon an agreement between the parties, her salary was factored into the monthly budget and after deduction of the household expenses, the remaining was injected into the construction of the building. The Respondent denied this claim of the Petitioner. The foregoing notwithstanding, the properties in question were acquired during the subsistence of the marriage, the Petitioner would be entitled to a share of same unless the Respondent was able to prove separate ownership.

The Supreme Court in the case of **ARTHUR V ARTHUR (No.1)[2013-2014] SCGLR 543** held that properties acquired during the subsistence of marriage is presumed to be jointly acquired property. However, the presumption is rebutted under certain instances, particularly where the other spouse acquired the property by gift or through succession. In the same vein, where a party takes a loan to develop his self-acquired plot during the subsistence of the marriage, the property shall not be considered a family property until the loan is repaid.

The Respondent did not adduce any evidence to prove separate ownership apart from the fact that he stated that he built the house from the combined resources of his salary and extra classes fees from students as well as rent advances received from tenants. In the absence of any such evidence proving separate ownership of the properties, it is the view of the Court that the duties performed by the Petitioner during the marriage such as cooking for the family, cleaning and nurturing the children of the marriage are enough contribution that should merit her a share in the properties acquired during the subsistence of the marriage. I am however of the opinion that Petitioner is not entitled to an absolute fifty percent and accordingly, I order that one of the three sets of three-bedroom self-contained apartment or the present value of it in monetary form be settled in favour of the Petitioner.

PAYMENT OF COMPENSATION

The Petitioner has prayed the Court for GHC 20,000.00 as alimony for the divorce. **Section 19 of Act 367** states that, *“the Court may, whenever it thinks just and equitable award maintenance pending suit or financial provision to either party to the marriage, but no order pending suit or financial provision shall be made until the court has considered the standard of living of the parties and their circumstances”*. Factors to be considered in awarding financial provision include the following: the income earning capacity, property and other financial resources which each of the parties has or is likely

to have in the foreseeable future; the financial needs, obligations, and responsibilities each of the parties has or is likely to have in the foreseeable future; and the standard of living enjoyed by the family before the breakdown of the marriage. The age and duration of the marriage and the existence of children. The Court must also take into consideration the ability of the spouse who will be required to make the payment.

The evidence led has established that both parties have been supportive of each other and has each benefited from the services of the other. When the parties met the Petitioner was a primary school teacher while the Respondent taught at the JHS level. With the support of each other, today both parties are graduate teachers teaching in a Senior High School. The Petitioner filed her affidavit of means and averred that she earns GHC 2,700.00 monthly with an expenditure of GHC 4,240.00. and other expenditure of GHC 2,540.00. and a loan of GHC 28,936.26 which is currently servicing. The Respondent also deposed to in his affidavit of means that earns GHC 3,886.21 with a monthly expenditure of GHC 3,990.00. and other expenditure of GHC 7,293.21. He stated that he covers the expenditure in excess of his income through loans from School Welfare and NAGRAT fund. Between the two parties, the Respondent is better positioned to provide financial provision for the Petitioner. The Court is however of the opinion that the sum of GHC 20,000.00 being demanded by the Petitioner is on the high especially having regard to the present and future responsibilities of the Respondent. In his affidavit of means, he deposed to the fact in addition to payment of maintenance, he pays the school fees as well as feeding fees of the children of the marriage. These are all recurring responsibilities the Respondent would have to perform till the children attain the age of majority or complete their post-secondary school education. I have also considered the fact that the parties have been married for over 20 years with four children. The prospects of remarriage for the Petitioner especially is very low. I deem it fair and just in the circumstances to award the Petitioner a lump sum of GHC 10,000.00 as alimony for the divorce.

CUSTODY OF THE CHILDREN

Both parties are each praying for custody of all the four children. The **Children's Act, 1998 (Act 560)** defines a child as a person below the age of eighteen years. Since one out of the four children, Francis, who was 18 years at the time of this Petition will be about 20 years now and thus above the age of 18, I will focus on the custody of the three younger children, David, Benedicta and Priscilla who may presently be 16, 11 and 8 years respectively in this judgment.

Section 22 of Act 367 empowers the Court to make any orders consequential to the child's welfare which relates to custody, right of access, education and maintenance. **Section 2 of Act 560** also provides that the best interest of the child shall be the primary consideration by any Court, person, institution or any other body in a matter concerned with the child.

The case of **Braun v Mallet [1975] GLR 81** is instructive in this regard. The Court in that case stated as follows:

"The welfare and happiness of an infant is of paramount consideration. In considering matters affecting the welfare of an infant, the courts must look at the facts from every angle and give due weight to every relevant material."

The court further emphasized in that case as follows:

"The natural right of the mother of a young child to its custody and the fact that the mother of an illegitimate child had a prima facie right to its custody in preference either to the reputed father or any person and, the fact that Thomas and the mother needed each other. The affection of a mother for her child must be taken into account, and poverty per se was no reason for depriving a mother of custody when her character had in no way been impeached."

In deciding what is in the best interest of the child, the conduct of the parents and in this case the pattern of life set up by them during cohabitation are some of the important factors to be considered. The evidence before the Court shows that the parties have both lived together with the children during the entire subsistence of the marriage until December 2020 when the Petitioner left the matrimonial home with the children. From December 2020 till date the Petitioner still lives with the children. It is prudent that the Court do not disturb this arrangement that has proved satisfactorily since the parties separated. More so since the children especially Benedicta and Priscilla are girls and very young, it is important that they continue to live with the Petitioner, their mother. Furthermore, the Respondent did not lead any evidence to suggest that the children being in the custody of the Petitioner was not in their best interest. In view of the foregoing I award custody of the children, David, Benedicta and Priscilla to the Petitioner with reasonable access granted to the Respondent. By this, it is ordered that the parties shall arrange for the children to visit the Respondent during weekends and vacation periods.

On the issue of maintenance, the Petitioner has prayed the Court for an order of maintenance of GHC 1,500.00 monthly to be paid by the Respondent to the Petitioner for the maintenance of the children of the marriage. From the evidence before this Court which was not controverted by the Petitioner, the Respondent presently remits monthly maintenance to the first child, Francis. He gives money daily to David for his feeding at school and also pays for the feeding fees of the two young girls. Considering the present liabilities of the Respondent and the fact that these are recurring, I will order for a monthly maintenance of GHC 350.00 for each child subject to periodic review to be paid by the Respondent to the Petitioner for the three children of the marriage instead of the GHC 1,500.00 Petitioner prayed for. In addition, the Respondent is ordered to pay all educational and medical expenses in relation to the children of the marriage.

On the issue of accommodation, since the marriage has been dissolved, it is not the responsibility of the Respondent to provide accommodation for the Petitioner. It is however, the responsibility of the Respondent to provide accommodation for the children of the marriage until the youngest attains the age of 18 years. The three younger children are minors and therefore cannot be on their own, custody has been

granted to the Petitioner. In view of that, a decent accommodation ought to be provided for the Petitioner and the children by the Respondent until the youngest child attains the age of 18 years when she will be capable of deciding where she wants to be. Consequently, the Respondent is ordered to provide a decent accommodation for the Petitioner and the children until the youngest child attains the age of 18 years.

DECISION

I find from the evidence led before this Court that the marriage between the parties has broken down beyond reconciliation. I therefore decree that the marriage celebrated between the parties on 9th February 2013 be dissolved. The marriage between the parties is hereby dissolved.

I proceed to make the following consequential orders:

1. One of the three sets of three-bedroom self-contained apartments or the present value of it in monetary form be settled in favour of the Petitioner by the Respondent.
2. The Respondent is to pay to the Petitioner GHC 10,000.00 as alimony.
3. Custody of the children David, Benedicta and Priscilla is awarded to Petitioner with reasonable access granted to the Respondent.
4. The Respondent shall maintain each of the children with GHC 350.00 each per month which shall be reviewed upwards on yearly basis in addition to their educational and medical expenses.

5. The Respondent shall provide for the benefit of the children a decent accommodation until the youngest child attains the age of 18 years.
6. I will make no order as to costs. Each party to bear the own costs.

SGD

H/W JOSEPHINE SARFO (MRS.)