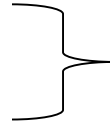


**IN THE DISTRICT MAGISTRATE COURT HELD AT ASESEWA ON WEDNESDAY
THE 16TH DAY OF AUGUST 2023 BEFORE HER WORSHIP BERNADINE S. A. SENOO
– DISTRICT MAGISTRATE**

Suit No. A11/11/21

DELIVERANCE WOLDWIDE MINISTRY

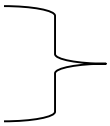


PLAINTIFF

VRS

WISDOM AMEDOFU

AND 1 OTHER



DEFENDANT

JUDGMENT

Plaintiff herein represented by the chairman Pastor Isaac Amoako file for declaration of ownership of a piece of land measuring 72 by 72 situated and lying at Akateng and bounded as follows,

On one side by Agye Pambour

On one side by Akahlor Gbede

On one side by Alhassan Fulani

On one side by Akateng- Asesewa Motor Road

And church building thereon as property of The Deliverance Worldwide Ministries International.

An order restraining Defendants from holding himself as the owner of the Church and further direct Defendants to hand over to plaintiff's representative all the church properties in his possession.

Perpetual injunction restraining the Defendant, his agents , assigns and servants from organising any activity in the premises of the church or in the name of the church.

Costs.

In a statement of claim plaintiff avers he is the chairman of Deliverance Worldwide Ministries International, representative of Eastern Region of Ghana and resides at Asesewa. Plaintiff avers the Deliverance Worldwide Ministries International is a Christian church registered under the National NGO. That Deliverance Worldwide Ministries operates as a

church at Akateng near Asesewa, with its headquarters located in the United States of America with Bishop Wordsworth Benjamin as its founder and General Overseer. Plaintiff avers he had the consent of the General to bring this action to stop the Defendant (Wisdom Amedofu) from laying adverse claim that he is the owner of the church and thus holding on to the properties of the church. It is the claim of the plaintiff that the General Overseer was introduced to the Defendant by Pastor Nai Mensah at Akateng where under palm branches shed named Pentecostal Revival Church at Akateng. It is plaintiff's case that his founder and General Overseer wanted to buy land and build their own church but Defendant agreed to work under his founder and Overseer and transferred all his church under palm branches shed and the land thereon to the plaintiff for a consideration.

Plaintiff avers Defendant negotiated for the transfer for a consideration of Three hundred US Dollars and same was reduced into writing on 7th December 2011. That Deliverance Worldwide Ministries took over the land and developed same into a big church but as agreed the Defendant would work under the supervision of the Overseer has rather separated from the church activities which are not in line with the agreed terms of the organisation. That Defendant has refused to hand over the church and all properties of the church to plaintiff.

Defendant per council filed an application to strike out action for lack of clarity on the capacity of the plaintiff with supporting affidavit of motion.

Motion for Application to strike out action was dismissed and plaintiff ordered to amend title of case. An application for joinder of 2nd Defendant was also granted by the court after no objection was raised to the Application.

An amended statement of claim was filed on 21 February 2022 and served on Defendants who in turns filed a joint statement of defence and denied all that the plaintiff alleged that 1st defendant's church was under palm branches shed and stated it had been built to the lentil level and the church service were conducted in it. That 1st Defendant was invited to join them 2nd Defendant and Bishop Benjamin Wordsworth and his wife in a new church Deliverance Impact Ministries and it was agreed they would assist 1st Defendant to complete his church building and use same for the services of Deliverance Impact Ministries. For the above feasible, 2nd Defendant and Bishop Benjamin Wordsworth caused a deed of transfer to be executed between 1st Defendant and Bishop Benjamin Wordsworth and 2nd Defendant on the other hand. Defendants avers 1st Defendant adopted the name Deliverance Impact Ministries but has never been part of plaintiff's church Deliverance Worldwide Ministries. 2nd Defendant avers he and his wife and Bishop Benjamin Wordsworth and his wife teamed up to register Deliverance Impact Ministries who constituted as Board of Directors also

known as Executive Counsel. 2nd Defendant avers he convicted 1st defendant to convert his church to a branch of Deliverance Impact Ministries which he did and that was the Akateng branch of Deliverance Impact Ministries.

That Bishop Benjamin Wordsworth and 2nd Defendant made 1st Defendant execute a deed of transfer on the land on which Pentecostal Revival church was situated to Bishop Benjamin Wordsworth of Deliverance Worldwide Ministries and 2nd Defendant as transferees. 2nd Defendant avers an amount of Three hundred US Dollars was given to 1st Defendant to convince him of the support that would come from Deliverance Impact Ministries. 1st Defendant avers land in issue is his matrimonial property and not that of Pentecostal Revival church Akateng.

Defendants avers the Pentecostal Revival church has no trustees empowered to transact business on behalf of the Pentecostal Revival church. Defendants deny ever meeting to pass a resolution changing the name of church Deliverance Impact Ministries to Deliverance Worldwide Ministries.

That the Executive Counsel of Deliverance Impact Ministries still remains Bishop Benjamin Wordsworth and his wife of Reverend Andrews Jeremiah Nai Mensah and wife.

That 1st Defendant has never been a member of Counsel for Deliverance Impact Ministries.

That signatures on statutory declaration changing name of church from Deliverance Impact Ministries to Deliverance Worldwide Ministries are forged particularly that of 1st Defendant.

That change of name of a company under the laws of Ghana are not by means of statutory declaration.

Defendants counter claim by repeating paragraphs 1-35 stated earlier that,

- a) Declaration that the deed of transfer dated 7/12/2011 is null and void.
- b) Declaration that the change of Deliverance Impact Ministries to Deliverance Worldwide Ministries was procured by fraud.
- c) Declaration that plaintiff has no interest in the land in dispute and therefore lacks capacity to institute this action.
- d) Perpetual injunction restraining the plaintiff assigns, agents, privies servants his personal representatives, workmen and who so ever claims through them from interfering with the 1st Defendant's rights, titles and interest in the land in dispute and,
- e) Costs.

Parties filed individual witness statements and served same on each other.

Plaintiff represented by Chairman Pastor Isaac Amoako stated he is a minister of Christian religious called Deliverance Worldwide Ministries International based at Asesewa upper manya Krobo District in the Eastern Region of Ghana. That he applied to be minister of Deliverance Worldwide Ministries International on 9th April 2019 and was employed to work with former chairman Reverend Wisdom Amedofu 1st Defendant and his son Reverend wisdom Dunyo as the secretary.

Plaintiff stated at a meeting held in somanya with the General Overseer Bishop Benjamin Wordsworth and his wife, 1st Defendant and 2nd Defendant and his wife, where 2nd Defendant and his wife decided not to be part of Saturday worship and left, 1st Defendant who decided to worship on Saturday was appointed as the new chairman. That 1st Defendant and son showed him a resolution and proof that 2nd Defendant was their for chairman and his wife was the secretary but because of the Saturday worship that was changed from Sunday.

That he Pastor Isaac Amoako replaced Reverend Wisdom Dunyo who was removed for misappropriation of funds and dishonesty, as secretary of Deliverance Worldwide Ministries International. Reverend Isaac claimed he was handed a deed of Transfer made between 1st Defendant and Bishop Wordsworth Benjamin the General Overseer of Deliverance Worldwide Ministries as a transferee where the 2nd Defendant was a representative in Ghana.

That the General Overseer made it clear to all Pastors of Deliverance Worldwide Ministries International in Ghana that no Pastor owned the properties of Deliverance Worldwide Ministries International in Ghana therefore any Pastor leaving the organisation just needs to take his bible and go. Reverend Isaac avers he was given authority to represent Deliverance Worldwide Ministries in Eastern Region, concerning the church in Akateng by Bishop Wordsworth Benjamin.

That 1st Defendant after Further study to change day of worship from Sunday to Saturday as a pastor in the property of Deliverance Worldwide Ministries International decided to leave the organisation in 2020. Reverend Isaac prayed the court to grant reliefs as stated in the particulars of claim.

1st Defendant filed witness statement for the Defendants and stated as follows;

That 1st Defendant is a Pastor and also founder and overseer of Pentecostal Revival church at Akateng which he established sometime in the year 1985.

1st Defendant denies knowing the plaintiff in this suit but knows Bishop Wordsworth Benjamin and his wife Myna Benjamin as well as 2nd Defendant.

That sometime in 2010 2nd Defendant and Bishop Benjamin came to him at Akateng and told him the two of them had a church called Deliverance Impact Ministries and they would want to partner with his church in the Gospel ministry.

That the two presented their church Deliverance Impact Ministries as a Christian church which believed in Jesus Christ as the son of God and saviour of the world. That he agreed to work with them as their beliefs were in tandem with his, for which they assured to assist to develop his church.

1st Defendant claims he had built his church up to the lentil level and to effect their words asked him to change name of his church to Deliverance Impact Ministries Akateng branch which he did.

That later on Bishop and 2nd Defendant brought a document to him to sign which he claims did not understand well but was told it was an agreement covering the assistance to be given him by them.

1st Defendant claims after signing the document Bishop Benjamin and 2nd Defendant gave him 300 Dollars to compensate him for the work he has done on the church building.

1st Defendant claims he has a good working relationship with Deliverance Impact Ministries until sometime in 2017 when he noticed Bishop Benjamin and his wife Myna Benjamin change their teachings and were now teaching doctrines contrary to Christian beliefs for which he became sceptical so inquired from 2nd Defendant who confirmed he and his wife had also noticed same and had questioned Bishop Benjamin and wife on same.

1st Defendant said he distance himself from them upon such notice and they were at longer heads with all attempts to reconciliation failed.

1st Defendant avers Bishop is laying claims to 1st Defendant's church claiming the property of Deliverance Worldwide Ministries which he 1st Defendant have never been part of and moreover the land on which the church is doubles as his matrimonial home which land was acquired by himself and his wife.

1st Defendant avers it has never been his intention to sell the land nor church to 2nd Defendant and Bishop Wordsworth Benjamin but considered the arrangement as partnership with Deliverance Impact Ministries.

1st Defendant denies being informed of Deliverance Worldwide Ministries in any discussions and have never being part of its ministry nor a member of its executive.

1st Defendant denies the signature on the statutory declaration as his and supports such claim with his ECOWAS Card. 1st Defendant further denies the hand writing on the document as his.

1st Defendant denies selling his church to Bishop and the 2nd Defendant without the consent of his wife who is a co-owner of the land.

1st Defendant claims the relationship between him and Bishop Benjamin and wife was a scam as they deceived him by showing themselves as Christian's to get him into partnership.

1st Defendant prays the court grants counter claim to them Defendants.

Plaintiff did not call any witnesses.

In cross examination of plaintiff by counsel for defendants, plaintiff insisted the deed of transfer between Bishop Benjamin Wordsworth, his wife and Pastor Nai Mensah on behalf of 1st Defendant made the land on which 1st Defendant's church was formally built a property of Deliverance Worldwide Ministries which belongs to Bishop Benjamin as well as all other properties for a consideration of 300US Dollars in 2010.

Plaintiff on whom the onus laid to prove his case tendered in evidence Deed of transfer, that plaintiff took over 1st Defendant's church and developed same to its present status.

That the 300 dollars was as a consideration for an offer of the 1st Defendant's church and land.

That the Deed of transfer indicates 1st Defendant transferring land and church thereon and all properties to plaintiff- Deliverance Worldwide Ministries.

Plaintiff who did not call any witness relied on the Deed of transfer dated 7th December, 2011.

Plaintiff who was represented by chairman Pastor Isaac Amoako who joined the church in 2019 relied on hearsay evidence as he agreed and stated throughout his evidence of what he has been told by others when he joined the Deliverance Worldwide Ministries which he alleged was formally Deliverance Impact Ministries to which 1st Defendant agreed to be a partner with Bishop Wordsworth Benjamin and others.

Plaintiff who avers 1st Defendant's church was under a shed did not prove to the court what land documents of the land was transferred to the church prior to the Deed of transfer nor furnished the court any conveyance receipt issued to plaintiff over the consideration purported to have been paid for the land. Plaintiff also avers 1st Defendant was employed as a Pastor of the church at Akateng and how he was remunerated was never mentioned.

Plaintiff who avers the name of the church owned by Bishop Wordsworth Benjamin (Deliverance Worldwide Ministries) on whose behalf he claims recovery is not church pastored by 1st Defendant as Deliverance Impact Ministries is different from Deliverance Worldwide Ministries and confirms both were registered in 2011.

Defendants counter claimed for;

1. Declaration that transfer of land between Defendant on one part and Bishop Wordsworth Benjamin and Reverend Andrews Jeremiah Nai Mensah on the other is unconscionable and therefore null and void.
2. Declaration of title to all that piece or parcel of land measuring 72 feet or less 72" or more situate lying and being at Akateng on which same is described in Paragraph (a) of plaintiff's relief and church building thereon.
3. An order for perpetual injunction restraining plaintiff, assigns, representatives, agents, privies from claiming or interfering with the organization and running of the church or anything relating to religious activities on the land described in Paragraph 11 herein in the name of Deliverance Worldwide Ministries.
4. Costs including lawyer's fees.

Defendants in support of counter claim filed their witness statement and duly cross-examined on same. 2nd Defendant did agree to signing a deed of transfer but stated he realised there was no land commission stamp on it. 2nd Defendant also denied being the owner of Deliverance Impact Ministries and mentioned Bishop Wordsworth Benjamin and wife as well as Reverend Andrew Jeremiah Nai Mensah and wife as owners and was duly registered at the Registrar General Department. 1st Defendant in cross-examination also agreed Bishop Wordsworth Benjamin and his wife are owners of Deliverance Worldwide Ministries. 1st Defendant insisted they have been preaching on the ticket of Deliverance Impact Ministries not Deliverance Worldwide Ministries. 1st Defendant agreed to signing the Deed of transfer and also receiving 300 Dollars from Bishop Wordsworth Benjamin through Deliverance Worldwide Ministries. 1st Defendant denied receiving salary from Bishop Wordsworth Benjamin through 2nd Defendant but transport fair are in the name of Deliverance Impact Ministries.

1st Defendant also denied his church building was at the foundation level when the Deed of transfer was made and signed on 7th December, 2011. 1st Defendant intimated plaintiff came to join hands with them to propagate the Gospel by putting resources together and not handover it.

Issues to determine;

1. Whether or not plaintiff qualifies to claim ownership of church in Akateng?
2. Whether or not Deed of transfer holds without Lands Commission Stamp.
3. Whether or not Defendants claim of fraud in obtaining transfer holds.
4. Whether or not Land and church thereon can be declared owned by plaintiff.
5. Whether or not 300 dollars in 2010 is compensation or consideration for a church to level and land measuring 72" by 72".

Issue one;

Plaintiff who is Deliverance Worldwide Ministries represented by Pastor Isaac Amoako stated the name of the church was changed from Deliverance Impact Ministries to Deliverance Worldwide Ministries and so far as the branch at Akateng belonged to Bishop Benjamin Wordsworth who is the founder and Overseer of both churches since 2010 and registered as such, the Defendant's church is a branch of Deliverance Worldwide Ministries and by Deed of transfer belongs to Deliverance Worldwide Ministries.

Plaintiff did not show any other documents to prove the branch at Akateng was conveyed by any means before the deed of transfer.

Per the conveyancing Act Section 2, it states;

1. A transfer of an interest in land shall be by a writing signed by the person making the transfer or by his agents duly authorized in writing unless relieved against the need for such a writing by the provisions of section 35 of the conveyancing Act.
2. A transfer of an interest in land made in a manner other than as provided in this part shall confer no interest on the transferee.

Secondly the Deed of transfer is also to be stamped. Per the stamp Duty Act 2005(Act 689) section 32(6) provides that unless otherwise specified in the Act, an instrument executed in Ghana or to be done in Ghana "must not be given in evidence or be available for any purpose" unless it is stamped. *Nartey V Mechanical Lloyd Assembly Plant Limited* 1987-1988) 2 GLP 314 section.

The issue of capacity of plaintiff should be proved by a power of Attorney per Act 549, 1998 Section 1, Execution of power of Attorney. Section 1 An instrument creating a power of Attorney shall be signed by the donor of power, or a person authorized by him in the presence of the donor.

Where the instrument be is signed by the donor of the power one witness shall be present and shall attest the instrument where the instrument is signed by a person authorized by the Donor, two witnesses shall be present and shall attest the instrument.

Plaintiff's representation lacked the capacity to contest this case as no such instrument was given to it. "A mere To whom it may concern does not pass for a power of Attorney therefore the capacity of representation is void.

In Re Ashalley Botwe Lands, Adjete Agbosu and others V Kotey and others 2003-2004) GLR 420 also reported as Agbosu and others V Kotey and others 2003-2005) GLR 685.

A party seeking declaration of title to a land must have capacity to institute the action. Plaintiff failing to have capacity to institute the action can therefore not be held to have any action at all.

Plaintiff did not prove any deed of sale before filing or arriving at any Deed of transfer which lacked the duty stamp making it a void document and can therefore not be admitted into evidence. Section 34 of the conveyancing act states a contract for the transfer of an interest in land is not enforceable if it is not,

- a) evidenced in writing and
- b) Signed by
 - I. the person against whom the contract is proved or
 - II. a person who was authorized to sign on behalf of that person, or
- c) exempt under section 36 which aim at reducing or avoiding fraud, duress and unconscionable in land transactions.

If even plaintiff avers to have bought the said land on which was a foundation of a church, where is the agreement of sales that parties agreed on purchase price? Plaintiff herein has failed to adduce evidence in support of claims by first lacking capacity as no power of Attorney was given to plaintiff herein, Secondly the Deed of transfer relied on to claim the property is unstamped as required by law reclaiming same as void.

Plaintiff's case has therefore failed.

The same onus that laid on the plaintiff when it shifts onto defendant to prove counter claim is the same. Section 11(1)NRCD 323. Defendants who alleged fraud perpetrated by Bishop Benjamin Wordsworth and wife Myna Benjamin who got Defendants to form Deliverance Impact Ministries with them purporting to believe in Sunday worship but later changed to doctrines unacceptable to Defendants proved same by evidence of turn of events and change of name of organisation or church to Deliverance Worldwide Ministries and attempting to claim Deliverance Impact Ministries branch of 1st Defendant's church and land which was not purchased but transferred by Deed to them, a Deed also defective on all these assertions during cross-examination amounts to admissions.

Per Odametey V Clocuh (1989-1990) 1 GLR ,14 section. Conflicts in Defendant's case do not relieve the plaintiff of the onus to prove his case. Plaintiff has failed to discharge the onus of proof in a claim for declaration of title to land therefore I dismiss the claims of plaintiff and enter judgement in favour of Defendants. All relieves or claims sought by plaintiff are denied.

Reliefs by Defendants are hereby granted.

Costs of Twenty Thousand Ghana Cedis (20,000.00) granted to Defendants

Signed

H/W BERNADINE S. A. SENOO
(DISTRICT MAGISTRATE)

16/08/2023.