**IN THE SUPERIOR COURT OF JUDICATURE**
**IN THE SUPREME COURT OF GHANA**
**ACCRA**

**CORAM: WOOD (MRS) CJ PRESIDING**
**OWUSU(MS) JSC**
**DOTSE JSC**
**YEBOAH JSC**
**BONNIE JSC**

**CIVIL APPEAL**
**NO.J4/39/2012**

**29TH JANUARY 2014**

**SAMUEL BONNEY & 4,174 OTHERS PLAINTIFFS**
**/RESPONDENTS**
**/APPELLANTS**

**VRS**

**GHANA PORTS AND HARBOURS DEFENDANT**
**AUTHORITY /APPELLANT**
**/RESPONDENT**

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# J U D G M E N T

**OWUSU (MS) JSC.**

The appellants herein are former employees of the Respondent, Ghana Ports and Harbours Authority.

By their employment, they were classified as casual or non-permanent workers.

In September 2002, the Respondent Authority carried out a re-organisation exercise in which both permanent and casual or non-permanent employees were declared redundant and therefore laid off.

The permanent employees were paid severance packages as provided in the collective Bargaining Agreement but the casual/non-permanent were paid what they describe as "mere pittances" because the Respondent contended that they were not entitled to severance packages because the provisions of the Collective Bargaining Agreement in respect of severance package did not apply to them as casual/non-permanent employees. The Respondent termed what was given to the casuals as "golden handshake."

Some of the casual employees instituted an action against the Respondent in the case of AGBESI and Others VRS GHANA PORTS & HARBOURS AUTHORITY which ended up in the Supreme Court reported in [2007-2008] SCGLR 469.

The case of the plaintiffs in that action was that having worked for the Respondent as non-permanent employees for periods ranging from a year to over ten years, doing the same work as the permanent

employees and paid leave allowances, bonuses, social security deductions and assigned staff numbers like permanent employees under the collective Bargaining Agreement (CBA), they were entitled to be treated as permanent employees and paid the same severance packages as awarded the permanent employees.

The Respondent/Defendant therein contended that the plaintiffs in that action were its employees whose employment was governed by article 19 (2) (i) and (ii) of the Collective Bargaining Agreement (CBA) and went on to assert that the Maritime and Dockworkers Union (MDU) (negotiated and agreed with the Defendant for a severance package for all non-permanent employees.

The Defendant maintained, it complied with the provisions of the CBA relating to compensation payable to the non-permanent employees upon the severance of their relationship with the plaintiffs. It therefore denied the plaintiffs' claim.

At the end of the trial, Judgment was entered in favour of the plaintiffs. Dissatisfied, the Defendant Authority appealed to the Court of Appeal which court set aside the Judgment of the High Court by a majority of 2 to 1 decision.

Aggrieved by and dissatisfied with the Court of Appeal decision, the plaintiffs appealed to this court. The grounds of Appeal are as follows:

> "1. The Learned Justices of the Court of Appeal erred when they held that the plaintiffs' action was statute barred."

"2. The Learned Justices of the Court of Appeal erred when they held that the plaintiffs' action was statute barred upon the application of section 92 (1) of the Ghana Ports and Harbours Authority Law (sic), 1986 (P.N.D.C.L. 160)"

"3. The Learned Justices of the Court of Appeal erred in not making a reference to the Supreme Court under article 130 (2) of the 1992 Constitution of the Republic of Ghana on the question of the constitutionality or otherwise of section 92(1) of the Ghana Ports and Harbours Authority Law, (PNDCL 160) which was raised by the appellants' Counsel in the proceedings before the Court of Appeal for determination by the Supreme Court before applying the said provision to the appellants' case.

"4. The learned Justices of the Court of Appeal therefore erred in applying a provision that is unconstitutional to the appellants' case.

"5. The Learned Justices of the Court of Appeal erred in applying section 92 (1) of the Ghana Ports and Harbours Authority Law (PNDCL 160) when the defendant/appellant/respondent itself pleaded the Limitation Act, 1975 (NRCD 54) which was the Act the plaintiffs/respondents/appellants admitted was the applicable statute.

"6. The learned Justices of the Court of Appeal erred in setting aside the judgment of the High Court on a technicality while ignoring the issue of doing substantial justice in the matter.

"7. Further and additional grounds of appeal will be filed upon receipt of the record of appeal."

By their writ of summons, the plaintiffs, numbering about 4, 175 ex-employees of the defendant claimed against the Defendant Authority, their employer, the following reliefs:

"(i) a declaration that the plaintiffs herein are entitled to the same remedies awarded the plaintiffs-appellants by the Supreme Court in the *Clement Agbesi and others vrs Ghana Ports and Harbours Authority case Civil Appeal No J4/20/2007 SC, Wednesday, April 16, 2008 unreported* for the defendant's breach of the collective bargaining agreement between the parties.

ii. an order directed at the defendant to pay all the plaintiffs herein, the same awards in similar terms as ordered by the Supreme Court to be paid to the five (5) plaintiff-appellants by the defendant in the said case.

iii. interest on all sums found due and owing from the defendant to the plaintiffs at the commercial bank lending rate from the date when each plaintiff became deemed a permanent employee in accordance with the provisions of the collective bargaining agreement, up to and including the date of final payment.

(iv) costs.

OR IN THE ALTERNATIVE to claims (i), (ii), (iii) and (iv) the following reliefs:

(a) damages for the breach of the provisions of the collective bargaining agreement between the parties in force and valid as at September, 2002.

(b) An award of compensation by the court to the plaintiffs to be paid by the defendant for its illegal/unlawful and/or unconstitutional conduct in keeping the plaintiffs as casual workers for all plaintiffs' periods of employment with defendant and thereby sabotaging and breaching plaintiffs' economic rights under the 1992 Constitution of the Republic of Ghana and also discriminating against the plaintiffs contrary to the provisions of the 1992 Constitution.

(c) an order that the same compensation packages paid to various categories of permanent employees as compensation for the severance of employment resulting from the same re-organisation of the defendant in September, 2002 be made applicable to the plaintiffs.

(d) Interest on all sums found due and owing from the defendant to the plaintiffs at the commercial bank lending rate from the date when each plaintiff became deemed a permanent employee in accordance

with the provisions of the collective bargaining agreement, up to and including the date of final payment.

(e) costs"

At this stage I find it necessary to recount the events leading to the institution of the present action.

In the case of Agbesi and others the plaintiffs herein participated in the trial purporting to be some of the plaintiffs. The writ of summons had five persons named and “others” as plaintiffs. The writ was accompanied by an “addendum” filed on the same day which stated that a full and comprehensive detailed list of all the plaintiffs will be supplied to the court subsequently. The plaintiffs later filed a list of persons numbering about 3839.

The trial proceeded to its conclusion and the High Court entered Judgment for the named plaintiffs and the “others” who were listed in the “addendum”.

In the course of the proceedings, an application was filed to amend the writ to add 356 more people as plaintiffs.

Even though the application was granted by the High Court with an order that the title of the writ be amended to include the names of the 356 employees as plaintiffs, that order was never complied with but the trial proceeded to conclusion and judgment entered in favour of the named plaintiffs and the “others” purported to be plaintiffs as well as

the 356 others who were to be joined following the leave granted for their joinder which was never carried out.

In the Court of Appeal, the Defendant then Appellant argued that the trial Judge erred in giving Judgment for the 3839 and 356 employees as plaintiffs in the action. The list of persons filed by the plaintiff after issuing the writ did not represent the plaintiffs' properly so called at the trial.

The 356 persons could not be plaintiffs either as no steps were taken to implement the order of the High Court to join them as parties to the action pursuant to the grant of the application for joinder.

This argument found favour with majority of the Court of Appeal who held that the plaintiffs at the trial were only the five named on the writ of summons.

This same argument was canvassed before this court.

However, in their judgment, the Court of Appeal per Akamba J. A. has granted the 3839 and 356 liberty to institute fresh action for whatever reliefs they deemed proper.

This is what the court said –

> "In the interest of Justice, the 3839 and 356 must be returned, to the positions they hold or occupied prior to the commencement of

the action with liberty to institute fresh action against the other for whatever reliefs they may deem proper."

The present plaintiffs who were declared not to be parties in the Agbesi case therefore instituted the present action for the reliefs already referred to.

For our purpose in this appeal, the court will restrict itself to those grounds of appeal on the errors of the court below complained of touching on the court's holding that the plaintiffs' action was statute barred.

In this wise, grounds 1, 2, and the related ground 5 will be dealt with together as argued by counsel. The Court of Appeal has in its Judgment determined the issue of limitation and come to the conclusion that the action was statute barred and therefore did not find it necessary to go into the merits of the appeal. For this reason, I do not find it necessary touching on the grounds touching on the merits of the case.

The issue of limitation had been raised in the High Court and repeated in the Court of Appeal in ground 10 of the appeal that:

"The learned trial judge's holding that the action was not statute barred is unsupportable in law."

In paragraph 19 of the amended statement of defence, the Defendant pleaded that:

> "The defendant contends that the plaintiffs' cause of action if any is statute barred by the Ghana Ports and Harbours Authority Law 1986 (PNDCL 160) and the Limitations Decree (N.R.C.D. 54)"

Arguing the appeal, counsel contented that the plaintiff's action is seeking to compel the defendant to perform its part of the bargain which was contained in the contract i.e. the Collective Bargaining Agreement. Counsel submitted that the reliefs claimed are equitable reliefs and under section 6(1) of the Limitation Act, 1972 (NRCD 54, the law relating to limitation of actions cannot be invoked against the plaintiffs.

It is further, submitted that the plaintiffs action being one brought to enforce their constitutional rights, the defendant cannot rely on an inferior legislation such as PNDCL 160 which seeks to set a limitation period of twelve (12) only in actions brought against the defendant. This, according to counsel, is because of the constitutional provision in Article 17 of the 1992 Constitution against discrimination as all actions founded on contracts against all other persons have a limitation period of six (6) years.

It is counsel's contention that it is the limitation period applicable to all actions brought by the citizenry without discrimination that ought to be applicable and that is the Limitation Decree now Act of 1972 N.R.C.D. 54.

Under N. R. C. D, 54 the period of Limitation is six (6) years and if therefore the cause of action accrued in September 2002, in May 2008 when the action was instituted, same was not statute barred.

Replying counsel for the Respondent contends that the plaintiffs' writ was not endorsed with any relief for specific performance and same was not raised in the court below. He submits that the plaintiffs' action is based on a contract of employment in which the court will normally not grant a relief of specific performance.

He argued further that the High Court could not have granted specific performance even if the Appellants had claimed it.

Being a claim for breach of a contract of employment, the plea of limitation under NRCD 54 and /or PNDC 160 was a valid defence.

Counsel for the plaintiffs claim the plaintiffs' action is also a constitutional action. He submitted that the fact that a case contains a constitutional issue does not make it a constitutional action.

According to counsel, a constitutional issue is one that calls for the application or interpretation of a constitutional provision. He contends that neither the citation nor invocation of a constitutional provision in an action in the High Court would transmogrify the action into a constitutional action.

He submitted that an employee agitating violation of an economic right under Article 24 must proceed by writ of summons in the High Court endorsed with the relevant cause of action for the appropriate remedy.

On the issue as to whether the Court of Appeal erred in holding that the plaintiffs' action is statute barred, I have considered counsel for the Appellants submission and find same untenable under N. R. C. D 54. Why do I say so?

The trial court had ruled that the action was not statute barred because under section 5 (2) of the limitation Decree N. R. C. D. 54, the period of limitation is 12 years.

This is because the period starts running from the date when the judgment of the Agbesi case became enforceable. The Respondents had maintained this stance before the Court of Appeal which rejected same and this is what the court below said:

> "Counsel for the plaintiffs/respondents however argues that as this action is based on Judgment in the Agbesi case, the period of limitation starts running from the date when the judgment became enforceable and the period of limitation is as provided for by section 5 (2) of the Limitation Decree 54 of 1972, which is 12 years."

This decision was set aside and His Lordships had this to say –

> "This wrongful exposition of the law unfortunately informed the mind of the trial judge in his judgment. The period of limitation is not set by judgments but by statute. The plaintiffs herein were held not to be parties in the Agbesi case. How could that case give any relief or time limit to the plaintiffs to commence their case?"

In this court, the Appellants have shifted their position saying that "assuming without admitting, that even if the limitation Act 1972 (NRCD 54) was applicable to this case, the cause of action in this case arose in September 2002 and the plaintiffs took the action on 2nd May 2008, that is five (5) years eight (8) months after the accrual of the cause of action. The plaintiffs were therefore within the statutory limitation period of six (6) years, if even same applied to the plaintiffs' action and the plaintiffs' action is therefore not statute barred."

The Court of Appeal dismissed the plaintiffs' action not under the Limitation Act of 1972 but under section 92 (1) of PNDCL 160 i.e. The Ghana Ports and Harbours Authority Law which reads as follows:

> "A civil action against the Authority or an employee for an act done in pursuance or execution or purported pursuance or execution of an enactment, duty or authority shall abate unless it is commenced within twelve months after the act, neglect or default complained of, or where the injury or damage continues, within twelve months after it ceases." (emphasis mine).

The plaintiffs' action was not endorsed with a claim for specific performance as counsel for the Defendant/Authority argued. (see

endorsement on the writ already referred to ) The trial court awarded the plaintiff general damages for breach of the collective Bargaining Agreement.

Section 6 (1) of the limitation Act of 1972 has no application in the instant case.

The plaintiffs' action was for a breach of employment contract which would have been covered under section 4 of the Limitation Act. Section 4 (1) of the Act states that:

> "a person shall not bring an action after the expiration of six (6) years from the date on which the cause of action accrued, in the case of
> (b) an action founded on simple contract,
> (c) an action founded on quasi contract,
> xxxxxxxxxx - - - - - - - - - -- -

Accrual of cause of action –

When did the cause of action accrue? Both the Court of Appeal and the Supreme Court in the AGBESI case have held that the cause of action accrued in September 2002 when the plaintiffs were declared redundant and laid off.

Before the Court of Appeal however, the Appellants herein had argued that –

> "It is humbly submitted that as the plaintiffs' action is a constitutional action and also based on a simple contract of employment, the applicable law of limitation, if at all, is the Limitation Act of 1972 (NRCD 54). Under section 4 of the said Act, the plaintiff action would have been statute barred if brought six (6) years after the cause of action arose, that is, the limitation period is six(6) years."

The Act provides for the limitation of actions over the whole field of the civil law. (See the memorandum to the Act) Ordinarily therefore, the stance of counsel for the Appellants in this court would have been tenable under section 4 of the Limitation Act of 1972 but for section 92 (i) of PNDCL 160 which set up the Ghana Ports and Harbours Authority.

PNDCL 160 of 1986 is a later legislation and would ordinarily repeal the limitation Act except that in this case, whereas PNDCL 160 was specifically made in respect of Ports and Harbours and related matters, the Limitation Act is of general application. Relying on the maxim, "Generalia Specialibus non derogant" the Court of Appeal had concluded that:

> "The two acts, the Limitation Decree (Act) NRCD 54 and the Ports and Harbours Authority Law were made for different situations. The Limitation Decree was made for general application as its long title states "to provide for limitation of periods for actions and for related matters" and Ports and Harbours Authority Law for specific act in respect of Ports and Harbours and to provide for

related matters. The time limited in the Ports and Harbours Authority Law is thus to be preferred in this case to the time limited in the Limitation Act NRCD 54 of 1972."

The period of limitation under the Ports and Harbours Authority Law seeks to take the period of limitation outside the general law and by operation of law, the particular law i.e. section 92 (1) of the Ports and Harbours Authority law is applicable in an action instituted under the law. It is not a case of preferring section 92 (1) of the Ports and Harbours Authority Law to the Limitation Act of 1972.

Generalia Specialbus Non Derogant:

> "Whenever there is a general enactment in a statute which if taken in its most comprehensive sense, would override a particular enactment in the same statute, the particular enactment must be operative, and the general enactment must be taken to affect only the ports of the statute to which it may properly apply."

See Halsbury's Laws of England 4th edition volume 44 paragraph 785.

In this case therefore, the Limitation period of 12 months under the Ports and Harbours Authority Law overrides the limitation period of 6 years under the Limitation Act in actions founded on contract.

Back home, this court in the case of RE PARLIAMENTARY ELECTION FOR WULENSI CONSTITUENCY: ZAKARIA VRS NYIMAKAN [2003-4] SCGLR 1 affirmed this principle.

Counsel has argued that this maxim generalia specialbus non derogant is not applicable in this case and that is why he submits that the court of Appeal erred when it applied it in deciding that PNDCL 160 section 92 (1) is preferable to N.R.C.D. 54 the Limitation Act.

Having thus argued however, counsel sought to explain the maxim in the following words.

> "The rule basically is to the effect that where two provisions or enactment are in conflict and one of them deals specifically with the matter in question and the other is of general application, the conflict may be avoided by applying the specific provision to the exclusion of the general one, that is, the specific provision prevails over the general one."

Admittedly, going by the definition of the maxim, the general and specific enactments in our present case are not in the same statute.

The specific enactment also came later but was not in existence before the general enactment. For this reason, I will agree that the maxim generalia specialbus non derogant as defined by the learned authors are strictly not applicable. However, in principle, I think so far as the two enactments in the two statutes continue to co-exist, the specific enactment overrides the general enactment. See ZACHARIA VRS

NYIMAKAN already referred to: NEW PATRIOTIC PARTY VRS RAWLINGS [1993-94] 2GLR 193; NARTEY VRS ATTORNEY-GENERAL and JUSTICE ADADE [1996 – 1997] SCGLR 63.

The appellants have filed two additional grounds of appeal.

In additional grounds A and B, counsel for the Appellants impugn the Court of Appeal decision that the Appellants' action is statute barred because according to him,

> "The learned justices of the Court of Appeal erred when they failed to apply the modern purposive approach to the interpretation of section 92 (1) of the Ghana Ports and Harbours Authority Act, 1986 (PNDCL 160) resulting with respect, to a wrong interpretation being placed on the said provision by their Lordships in the Court of Appeal."

Additional ground B:

> "The learned justices of the Court of Appeal erred when they held that the maxim generalia specialibus non derogant applied in the present case and therefore section 92 (1) of the Ghana Ports and Harbours Authority Act, 1986 (PNDCL 160) is applicable."

On these grounds, counsel submitted that the Court of Appeal erred in applying section 92 (1) of PNDCL 160 to the Appellants case as the purpose of the section was not to set a limitation period for actions

such as the plaintiffs' action. Therefore when the Court of Appeal held that:

> "The plaintiffs are caught by the twelve months set in section 92 91) of the ports and Harbours Authority (Act) PNDCL 160 of 1986. The trial judge should have dismissed the claims of the plaintiffs when the issue was first raised, it did so in error."

Their Lordships further stated that:

> "The ordinary and simple meaning of section 92(1) of the PNDCL 160 is that a civil action against the Authority or an employee of the in performance of its duty shall abate unless it is commenced within twelve months after the act or after the act ceases. The Court of Appeal in the civil case of E. K. Fosu and Others V. GPHA CA H1/227/09 unreported held that:
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> "The effect of this provision is that any legal action taken or intended to taken (sic) should be brought within 12 months after the act complained of has taken place or if it is a continuing act, twelve months after it had ceased. Failure to do so is visited with the forfeiture of the right to sue."

Counsel submitted that the application of the liberal rule of interpretation of section 92 (1) led their Lordships in the court below to the wrong decision that the said provision is applicable to the Appellants' case. It is counsel's contention that their Lordships did not take into account the context of the provision and the policy behind it or consider the purpose of the provision.

While conceding that the liberal rule of interpretation of statutory provisions is still applicable in our Jurisdiction, counsel submitted that same ought to be applied only where it is appropriate and in the particular circumstances of the case when its application would effectuate the purpose of the provision, advance the course of Justice and meet constitutional requirements.

Thereafter, counsel referred to a host of cases on the courts approach to the modern purposive approach to interpretation of statutes.
See the cases of COMMISSION ON HUMAN RIGHTS and ADMINISTRATIVE JUSTICE V. ATTORNEY-GENERAL & BABA KAMARA [2011] SCGLR
BROWN V. ATTORNEY-GENERAL [2010] SCGLR 183 ASARE V. THE ATTORNEY-GENERAL [2003-4] 2 SCGLR 823 at 834 and others.

Counsel argues that section 92 of PNDCL. 160 was to provide for matters or actions "within the Jurisdiction of the High Court in maritime matters which are enforceable in rem."

This argument of counsel is based according to him on the scheme of the Ghana Ports and Harbours Authority Act, 1986. that from the scheme, section 92 of the Act appears under part seven which deals with first "Liabilities of the Authority, as a carrier of passengers under the Act in sections 79 – 98 followed by "miscellaneous" in section 90 and 91 with "Removal of goods from port" and thirdly "Legal proceedings" under which is section 92 dealing with "Limitation of suits against Authority."

Following from this, counsel argues further that when section 92 (1) of PNDCL 160 refers to a "civil action" same must be construed as being referable to a maritime action as the twelve (12) months limitation period is in accord with International Maritime Legislation, which fixes the limitation period for maritime actions at twelve (12) months. That the provision is not intended to apply to all actions against the Authority. If it has been so intended, it would have been framed in a language such as "No civil action shall be brought against the Authority or an employee of the Authority after the expiration of twelve months from the date when the cause of action first arose. The use of the article "a" together with the restriction to an act done in pursuance or execution or - - - - - - - - - - - - - - - - - - - - - duty or authority clearly shows that the purpose of section 92 (1) was not to provide all pervasive provision in respect of limitation of suits against the Authority.

Does section 92 (1) of the Ports and Harbours Authority need any interpretation at all other then what the plain words of the section mean? Not appearing to be repetitive let me once again quote the said sub section:

> "(1) A civil action against the Authority or an employee of the Authority for act done in pursuance or execution, or intended pursuance or execution of an enactment, duty or authority shall abate unless it is commenced within twelve months after the act, neglect, or default complained of, or where the injury or damage continues, within twelve months after it ceases.

The language of the above section is plain and unambiguous and the ordinary meaning does not lead to absurdity. Looking at the scheme of the Act, especially part seven, I am unable to accept the interpretation being placed on the section by counsel's submission that the legislative purpose of the section was to provide for "matters or actions within the jurisdiction of the High Court in marine matters which are enforceable in rem."

Going through the sections under part seven, one cannot say that under those sections, the action to be taken is enforceable in rem. Indeed part seven of the Act is headed "Liability of the Authority as a carrier of passengers" and the interpretation which seeks to introduce "matters or actions enforceable in rem is far fetched and unwarranted. If I may borrow the words of Lord Parker C. J. in RV OAKS [1959] 2 Q. B. 350 at 354 "where the literal reading of a statute - - - - produces an intelligible result, clearly there is no ground for reading in words or changing words according to what may be the supposed intention of parliament".

Section 92 (1) of the Ports and Harbours Law (Act) is a positive enactment itself creating or declaring the law and the court must give effect to it.

Section 92 (1) stands on its own under the heading "Legal proceedings". If the law maker has intended that the section should be referable to actions under sections 79- 89 alone, the section would have read "A civil action under these sections -- - - - - - - - - -

Following section 92(1), is section 92 (2) which states that –

> "A civil suit shall not be commenced against the Authority until one month at least after written notice of the intention to commence the action has been served on the Authority by the intending plaintiff or the agent of the plaintiff."

Is this sub-section also referable to "matters or action enforceable in rem?" I do not think so. If it had been so intended, a definite article "the" would have been used instead of the indefinite article "a" and the section would have read

> "The civil suit - - - - - - -

The use of the indefinite article "a" means every civil action and in that sense the section is all embracing.
I do not appreciate the distinction that counsel sought to draw between section 90 of cap 233, the Railways Ordinance of 1935 and section 92 (1) of the Ports and Harbours Authority Act of 1986.

Section 90(1) of the Railways Ordinance reads as follows:

> "No action shall be brought against the railway administration unless the same be commenced within six months after the cause of action arose."

If, as counsel himself has stated in his statement of case, the Railways Administration successfully relied on section 90 (1) of cap 233, in the case of GHANA RAILWAYS and PORTS AUTHORITY V. OKAKBU [1972] 2GLR 6 then what is his complaint in the present case? The "No action"

means “Every action”, “Any action” or as in this case “A civil action”. Having come to this conclusion, I do not find it necessary to consider the other arguments of counsel for the Appellants on the applicability of section 92 (1) of the Ports and Harbours Authority Act of 1986.

In the circumstances, in as much as the writ of summons in this case was issued in May 2008, well over the twelve (12) months limitation period under section 92(1) of the Ports and Harbours Authority Act, the Appellants’ action was statute barred. The Court of Appeal therefore did not fall into any error when it so decided.

Painfully, this appeal has to be dismissed and same is hereby dismissed.

I say painfully because it is not that Appellants did not have a good case to pursue but they have lost because their case was not handled with due diligence. In the case of FODWOO VRS LAW CHAMBERS & CO. the court held that:

> “In undertaking their clients’ business, legal practitioners guarantee the existence and due employment of skill and diligence on their part - - - - -

In the present case, why did counsel fail to amend the writ of summons in accordance with the orders of the court after he had been granted leave to do so in the case of the 356 plaintiffs he sought to ado?

After the Agbesi case when he issued the writ on behalf of the Appellants herein, was he not mindful of the Limitation period under

the Act for which reason he should have resorted to negotiations rather than court action?

Regrettably, the Appellants who have been treated so unfairly by the Respondent Authority leave here without any redress and their plight rather worsened.

**(SGD) R. C. OWUSU ( MS)**
**JUSTICE OF THE SUPREME COURT**

**(SGD) G. T. WOOD (MRS)**
**CHIEF JUSTICE**

**(SGD) J. V. M. DOTSE**
**JUSTICE OF THE SUPREME COURT**

**(SGD) ANIN YEBOAH**
**JUSTICE OF THE SUPREME COURT**

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