



# LAWS OF SARAWAK

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ONLINE VERSION

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**Chapter 49**  
**(1958 Edition)**

**LIMITATION ORDINANCE**

## LIMITATION ORDINANCE

### CHAPTER 49 (1958 Edition)

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SARAWAK LAWNET

## LIMITATION ORDINANCE

### CHAPTER 49 (1958 Edition)

*An Ordinance to regulate the limitation of suits.*

*[1st January, 1959].*

#### PART I PRELIMINARY

##### **Short title**

1. This Ordinance may be cited as the Limitation Ordinance.

##### **Interpretation**

2. In this Ordinance—

“bill of exchange” includes a cheque;

“bond” includes any instrument whereby a person obliges himself to pay money to another on condition that the obligation shall be void if a specified act is performed or is not performed, as the case may be;

“defendant” includes any person from or through whom a defendant derives his liability to be sued;

“Government” means the Government of the Federation or of any State thereof;

“plaintiff” includes any person from or through whom a plaintiff derives his right to sue;

“promissory note” means any instrument whereby the maker engages absolutely to pay a specified sum of money to another at a time therein limited, or on demand or at sight;

“suit” includes any action or other proceeding;

“trustee” does not include a mortgagee or chargee remaining in possession after the mortgage or charge has been satisfied, or a wrong-doer in possession without title.

Nothing shall be deemed to be done in “good faith” which is not done with due care and attention.

## PART II LIMITATION OF SUITS

### **Dismissal of suits instituted after period of limitation**

3. Subject to sections 4 to 24 inclusive, every suit instituted after the period of limitation prescribed therefor by the Schedule, if limitation has been set up as a defence, shall be dismissed.

### **Proviso where court is closed when period expires**

4. If the period of limitation prescribed for any suit expires on a day when the court is closed, the suit may be instituted on the day that the court re-opens.

### **Special law of limitation**

5. When, by any special law now or hereafter in force in Sarawak, a period of limitation is especially prescribed for any suit, nothing herein contained shall affect or alter the period so prescribed.

**Legal disability**

6.—(1) If a person entitled to institute a suit is, at the time from which the period of limitation is to be reckoned, a minor, or insane, or an idiot, he may institute the suit within the same period after the disability has ceased as would otherwise have been allowed from the time prescribed therefor in the third column of the Schedule.

(2) When he is, at the time from which the period of limitation is to be reckoned, affected by two of those disabilities, or when, before his disability has ceased, he is affected by another disability, he may institute the suit within the same period after both disabilities have ceased as would otherwise have been allowed from the time so prescribed.

(3) When his disability continues up to his death, his legal representative may institute the suit within the same period after the death as would otherwise have been allowed from the time so prescribed.

(4) When such representative is at the date of the death affected by a disability referred to in subsection (1), subsections (1) and (2) shall apply.

(5) Nothing in this section shall be deemed to extend for more than three years from the cessation of the disability, or the death of the person affected thereby, the period within which any suit shall be instituted.

**Disability of one joint creditor**

7.—(1) When one of several joint creditors or claimants is under a disability referred to in section 6(1), and when a discharge can be given without the concurrence of that person, time shall run against them all.

(2) Where no such discharge can be given, time shall not run as against any of them until one of them becomes capable of giving the discharge without the concurrence of the others.

### **Continuous running of time**

**8.—**(1) When once time has begun to run, no subsequent disability or inability to sue shall stop it.

(2) Where letters of administration to the estate of a creditor have been granted to his debtor, the running of the time prescribed for a suit to recover the debt shall be suspended while the administration continues.

### **Suits against express trustees and their representatives**

**9.** Notwithstanding anything contained in sections 3 to 8 inclusive, no suit against a person in whom property has become vested in trust for a specific purpose, or against his legal representatives or assigns, not being assigns from valuable consideration, for the purpose of following in his or their hands such property, shall be barred by any length of time.

### **Suits on foreign contracts**

**10.—**(1) Suits instituted in Sarawak on contracts entered into outside Sarawak shall be subject to this Ordinance.

### **Foreign limitation law**

(2) No rule of limitation having effect in a country outside Sarawak by virtue of any law in force in that country shall be a defence to a suit instituted in Sarawak on a contract entered into outside Sarawak, unless the rule has extinguished the contract and the parties were domiciled in such country during the period prescribed by such rule.



## PART III

## COMPUTATION OF PERIOD OF LIMITATION

**Exclusion of day on which right to sue accrues**

11. In computing the period of limitation prescribed for any suit, the day from which such period is to be reckoned shall be excluded.

**Exclusion of time of defendant's absence from Sarawak**

12. In computing any period of limitation prescribed by this Ordinance, the time during which the defendant has been absent out of Sarawak shall be excluded from such computation, except any time during which service of a writ of summons or notice of a writ of summons to appear and answer in the suit can, during the absence of such defendant, be made in any mode prescribed by law.

**Exclusion of occupation and moratorium periods**

13. In computing the period of limitation in respect of any suit, the period commencing on the 24th day of December, 1941, and ending on the 1st day of February, 1950, shall be excluded.

**Exclusion of time of proceeding in good faith in court without jurisdiction**

14. In computing the period of limitation prescribed for any suit, the time during which the plaintiff has been prosecuting, with due diligence another civil proceeding, whether in a court of first instance or in an appellate court, against the defendant shall be excluded where the proceeding is founded upon the same cause of action and is prosecuted in good faith in a court which, from defect of jurisdiction or other cause of a like nature, is unable to entertain it.

*Explanation 1.*—In excluding the time during which a former suit was pending, the day on which that suit was instituted and the day on which the proceedings therein ended shall both be counted.

*Explanation 2.*—A plaintiff resisting an appeal presented on the ground of want of jurisdiction shall be deemed to be prosecuting a suit within the meaning of this section.

### **Exclusion of time during which commencement of suit is stayed by injunction or order**

**15.** In computing the period of limitation prescribed for any suit, the institution of which has been stayed by injunction or order, the time of the continuance of the injunction or order, the day on which it was issued or made and the day on which it was withdrawn shall be excluded.

### **Exclusion of time during which judgment debtor is attempting to set aside execution-sale**

**16.** In computing the period of limitation prescribed for a suit, for possession, by a purchaser at a sale in execution of a decree, the time during which the judgment debtor has been prosecuting a proceeding to set aside the sale shall be excluded.

### **Effect of death before right to sue accrues**

**17.—(1)** When a person who would, if he were living, have a right to institute a suit dies before the right accrues, the period of limitation shall be computed from the time when there is a legal representative of the deceased capable of instituting or making such suit or application.

**(2)** When a person against whom, if he were living, a right to institute a suit would have accrued dies before the right accrues, the period of limitation shall be computed from the time when there is a legal representative of the deceased against whom the plaintiff may institute such suit.

(3) Nothing in subsection (1) shall apply to suits for the possession of immovable property.

### **Effect of fraud**

**18.** When any person having a right to institute a suit has, by means of fraud, been kept from the knowledge of such right or of the title on which it is founded, or where any document necessary to establish such right has been fraudulently concealed from him, the time limited for instituting a suit—

(a) against the person guilty of the fraud or accessory thereto; or

(b) against any person claiming through him otherwise than in good faith and for a valuable consideration,

shall be computed from the time when the fraud first became known to the person injuriously affected thereby or, in the case of the concealed document, when he first had the means of producing it or compelling its production.

### **Effect of acknowledgment in writing**

**19.—(1)** If, before the expiration of the period prescribed for a suit in respect of any property or right, an acknowledgment of liability in respect of such property or right has been made in writing signed by the party against whom such property or right is claimed, or by some person through whom he derives title or liability, a new period of limitation, according to the nature of the original liability, shall be computed from the time when the acknowledgment was so signed.

(2) When the writing containing the acknowledgment is undated, oral evidence may be given of the time when it was signed; but oral evidence of its contents shall not be received.

*Explanation 1.*—For the purpose of this section, an acknowledgment may be sufficient though it omits to specify the exact nature of the property or right, or avers that the time for payment, delivery, performance or enjoyment has not yet come, or is accompanied by a refusal to pay, deliver, perform or permit to enjoy, or is coupled with a claim to a set-off, or is addressed to a person other than the person entitled to the property or right.

*Explanation 2.*—In this section “signed” means signed either personally or by an agent duly authorized in this behalf.

### **Effect of payment of interest as such. Effect of part payment of principal**

**20.**—(1) When interest on a debt or legacy is, before the expiration of the prescribed period, paid as such by the person liable to pay the debt or legacy or by his agent duly authorized in this behalf, or when part of the principal of a debt is, before the expiration of the prescribed period, paid by the debtor or by his agent duly authorized in this behalf, a new period of limitation, according to the nature of the original liability, shall be computed from the time when the payment was made:

Provided that, in the case of part payment of the principal of a debt, the fact of the payment shall appear in the handwriting of the person making the same.

### **Effect of receipt of produce of mortgaged or charged land**

(2) Where mortgaged or charged land is in the possession of the mortgagee or chargee, the receipt of the produce of such land shall be deemed to be a payment for the purpose of this section.

**One of several joint contractors, *etc.*, not chargeable by reason of acknowledgment or payment made by another of them**

21. Nothing in sections 19 and 20 shall render one of several joint contractors, partners, executors, mortgagees or chargees chargeable by reason only of a written acknowledgment signed or of a payment made by, or by the agent of, any other or others of them.

**Effect of substituting or adding new plaintiff or defendant**

22. When, after the institution of a suit, a new plaintiff or defendant is substituted or added, the suit shall, as regards him, be deemed to have been instituted when he was so made a party:

Provided that—

**Proviso where original plaintiff dies**

(a) when a plaintiff dies and the suit is continued by his legal representative, it shall, as regards him, be deemed to have been instituted when it was instituted by the deceased plaintiff; and

**Proviso where original defendant dies.**

(b) when a defendant dies and the suit is continued against his legal representative, it shall, as regards him, be deemed to have been instituted against the deceased defendant.

**Continuing breaches and wrongs**

23. In the case of a continuing breach of contract, and in the case of a continuing wrong independent of contract, a fresh period of limitation shall begin to run at every moment of the time during which the breach or the wrong, as the case may be, continues.

**Suit for compensation for act not actionable without special damage**

24. In the case of a suit for compensation for an act which does not give rise to a cause of action unless some specific injury actually results there from, the period of limitation shall be computed from the time when the injury results.

**Computation of time mentioned in instrument**

25. All instruments shall for the purposes of this Ordinance be deemed to be made with reference to the Gregorian calendar.

PART IV

RIGHTS EXTINGUISHED

**Right of person out of possession extinguished**

26. At the determination of the period limited by this Ordinance to any person for instituting a suit to recover possession of immovable property, the right and title of such person to the immovable property, for the recovery whereof such suit might have been instituted within such period, shall be extinguished.

**SCHEDULE**

(Sections 3 and 6(1))

**PARTICULARS OF THE LIMITATIONS APPLICABLE TO EACH CLASS OF PROCEEDING.**

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
<b>PART I.—ONE YEAR</b>			
1.	Upon a Statute, Act, Regulation or By-law, or a penalty or forfeiture ...	One year	When the penalty or forfeiture is incurred.
2.	For the wages of a household servant, artisan or a labourer ... ... ..	One year	When the wages accrue due.
3.	For the price of food or drink sold by the keeper of a hotel, tavern or lodging house ... ..	One year	When the food or drink is delivered.
4.	For the price of lodging ... ..	One year	When the price becomes payable.
5.	To set aside any of the following sales: — ... .. (a) Sale in execution of a decree of a Civil Court; (b) Sale in pursuance of the order of a Collector or other officer of revenue; (c) Sale for arrears of Government revenue, or any demand recoverable as such arrears.	One year	When the sale is confirmed, or would otherwise have become final and conclusive had no such suit been brought.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
6.	Against Government to set aside any attachment, lease or transfer of immovable property, by the Revenue authorities for arrears of Government revenue ... ..	One year	When the attachment, lease or transfer is made.
7.	Against Government to recover money paid under protest in satisfaction of a claim made by the Revenue authorities on account of arrears of revenue or on account of demands recoverable as such arrears	One year	When the payment is made.
8.	For compensation for false imprisonment ... ..	One year	When the imprisonment ends.
9.	For compensation for a malicious prosecution ... ..	One year	When the plaintiff is acquitted, or the prosecution is otherwise terminated.
10.	For compensation for libel ... ..	One year	When the libel is published.
11.	For compensation for slander ... ..	One year	When the words are spoken, or if the words are not actionable in themselves, when the special damage complained of results.
12.	For compensation for loss of service occasioned by the seduction of the plaintiff's servant or daughter ... ..	One year	When the loss occurs.
13.	For compensation for inducing a person to break a contract with the plaintiff ... ..	One year	The date of the breach.
14.	For compensation for an illegal, irregular or excessive distress ... ..	One year	The date of the distress.



1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
15.	For compensation for wrongful seizure of movable property under legal process ... ..	One year	The date of the seizure.
PART II — TWO YEARS			
16.	Against a carrier for compensation for losing or injuring goods ... ..	Two years	When the loss or injury occurs.
17.	Against a carrier for compensation for delay in delivering goods ... ..	Two years	When the goods ought to have been delivered.
18.	Against one who, having a right to use property for specific purposes, perverts it to other purposes ... ..	Two years	When the perversion first becomes known to the person injured thereby.
19.	For compensation for any malfeasance, misfeasance or non-feasance independent of contract and not herein specially provided for ... ..	Two years	When the malfeasance, misfeasance or non-feasance takes place.
PART III.—THREE YEARS			
20.	For the hire of animals, vehicles, boats or household furniture ... ..	Three years	When the hire becomes payable.
21.	For the balance of money advanced in payment of goods to be delivered...	Three years	When the goods ought to have been delivered.
22.	For the price of goods sold and delivered, where no fixed period of credit is agreed upon ... ..	Three years	The date of the delivery of the goods.
23.	For the price of goods sold and delivered to ... ..	Three years	When the period of the proposed bill elapses.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
24.	For the price of goods sold and delivered to be paid for by a bill of exchange, no such bill being given ...	Three years	When the period of the proposed bill elapses.
25.	For the price of trees or growing crops sold by the plaintiff to the defendant, where no fixed period of credit is agreed upon ... ..	Three years	The date of the sale.
26.	For the price for work done by the plaintiff for the defendant at his request, where no time has been fixed for payment ... ..	Three years	When the work is done.
27.	For compensation for obstructing a way or a water course ... ..	Three years	The date of the obstruction.
28.	For compensation for diverting a water course ... ..	Three years	The date of the diversion.
29.	For compensation for trespass upon immovable property... ..	Three years	The date of the trespass.
30.	<i>[Deleted by Ordinance 4 of 1961]</i>		
31.	To restrain waste ... ..	Three years	When the waste begins.
32.	For compensation for injury caused by an injunction wrongfully obtained	Three years	When the injunction ceases.
33.	To compel a refund by a person to whom an executor or administrator has paid a legacy or distributed assets	Three years	The date of the payment or distribution.
34.	By a ward who has attained majority, to set aside a sale by the guardian	Three years	When the ward attains majority.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
35.	By any person bound by an order respecting the possession of property made by a Magistrate ... ..	Three years	The date of the final order in the case.
36.	For specific movable property lost, or acquired by theft or dishonest misappropriation or conversion, or for compensation for wrongfully taking or detaining the same ...	Three years	When the person having the right to possession of the property first learns in whose possession it is.
37.	For other specific movable property or for compensation for wrongfully taking or injuring or wrongfully detaining the same ... ..	Three years	When the property is wrongfully taken or injured, or when the detainer's possession becomes unlawful.
38.	For the money payable for money lent ... ..	Three years	When the loan is made.
39.	Like suit when the lender has given a cheque for the money ... ..	Three years	When the cheque is paid.
40.	For the money lent under agreement that it shall be payable on demand	Three years	When the loan is made.
41.	For money deposited under an agreement that shall be payable on demand ... ..	Three years	When the demand is made.
42.	For money payable to the plaintiff for money paid for the defendant	Three years	When the money is paid.
43.	For money payable by the defendant to the plaintiff for money received by the defendant for the plaintiff's use	Three years	When the money is received.
44.	For money payable for interest upon money due from the defendant to the plaintiff ... ..	Three years	When the interest becomes due.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
45	For the money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them ... ... ..	Three years	When the accounts are stated in writing signed by the defendant or his agent duly authorized in this behalf, save where the debt is, by a simultaneous agreement in writing signed as aforesaid, made payable at a future time, and then when that time arrives.
46.	For compensation for breach of a promise to do anything at a specified time, or upon the happening of a specified contingency ... ..	Three years	When the time specified arrives or the contingency happens.
47.	On a single bond, where a day is specified for payment ... ..	Three years	The day so specified.
48.	On a single bond, where no such day is specified ... ..	Three years	The date of executing the bond.
49.	On a bond subject to a condition	Three years	When the condition is broken.
50.	On a bill of exchange or promissory note payable at a fixed time after date	Three years	When the bill or note falls due.
51.	On a bill of exchange payable at sight, or after sight, but not at a fixed time ... ..	Three years	When the bill is presented.
52.	On a bill of exchange accepted payable at a particular place ...	Three years	When the bill is presented at that place.
53.	On a bill of exchange or promissory note payable at a fixed time after sight or after demand ... ..	Three years	When the fixed time expires.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
54.	On a bill of exchange or promissory note payable on demand, and not accompanied by any writing restraining or postponing the right to sue	Three years	The date of the bill or note.
55.	On a promissory note or bond payable by instalments ... ..	Three years	The expiration of the first term of payment, as to the part then payable; and for the other parts, the expiration of the respective terms of payment.
56.	On a promissory note or bond payable by instalments which provides that, if default be made in payment of one instalment, the whole shall be due ... ..	Three years	When the first default is made, save where the payee or obligee waives the benefit of the provision, and then when fresh default is made in respect of which there is no such waiver.
57.	On a promissory note given by the maker to a third person to be delivered to the payee after a certain event should happen ... ..	Three years	The date of the delivery to the payee.
58.	On the dishonoured foreign bill where protest has been made and notice given ... ..	Three years	When the notice is given.
59.	By the payee against the drawer of a bill of exchange which has been dishonoured by non-acceptance ...	Three years	The date of the refusal to accept.
60.	By the acceptor of an accommodation bill against the drawer ... ..	Three years	When the acceptor pays the amount of the bill.

1ST COLUMN	2ND COLUMN	3RD COLUMN	4TH COLUMN
	<i>Description of Suit</i>	<i>Period of Limitation</i>	<i>Time from which period begins to run</i>
61.	Suit on a bill of exchange, promissory note or bond not herein expressly provided for ... ..	Three years	When the bill, note or bond becomes payable.
62.	By a surety against the principal debtor ... ..	Three years	When the surety pays the creditor.
63.	By a surety against co-surety ...	Three years	When the surety pays anything in excess of his own share.
64.	Upon any other contract to indemnify	Three years	When the plaintiff is actually damnified.
65.	By an advocate for his costs of a suit or a particular business, there being no express agreement as to the time when such costs are to be paid ...	Three years	The date of the termination of the suit or business, or, where the advocate properly discontinues the suit or business, the date of discontinuance.
66.	For the balance due on a mutual, open and current account, where there have been reciprocal demands between the parties ... ..	Three years	The close of the year in which the last item admitted or proved is entered in the account, such year to be computed as in the account.
67.	On a policy of insurance when the sum assured is payable immediately after the proof of the death or loss has been given to or received by the insurers ... ..	Three years	When proof of the death or loss is given or received to or by the insurers, whether by or form the plaintiff, or any other person.
68.	By the assured to recover <i>premia</i> paid under a policy voidable at the election of the insurers ... ..	Three years	When the insurers elect to avoid the policy.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
69.	Against a factor for an account ...	Three years	When the account is, during the continuance of the agency, demanded and refused, or, where no such demand is made, when the agency terminates.
70.	By a principal against his agent for movable property received by the latter and not accounted for ... ..	Three years	When the account is, during the continuance of the agency, demanded and refused, or where no such demand is made, when the agency terminates.
71.	Other suits by principals against agents for neglect or misconduct ...	Three years	When the neglect or misconduct becomes known to the plaintiff.
72.	To cancel or set aside an instrument not otherwise provided for ... ..	Three years	When the facts entitling the plaintiff to have the instrument cancelled or set aside become known to him..
73.	To declare the forgery of an instrument issued or registered ... ..	Three years	When the issue or registration becomes known to the plaintiff.
74.	To declare the forgery of an instrument attempted to be enforced against the plaintiff ... ..	Three years	The date of the attempt.
75.	For property which the plaintiff has conveyed while insane ... ..	Three years	When the plaintiff is restored to sanity and has knowledge of the conveyance.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
76.	To set aside a decree obtained by fraud, or for other relief on the ground of fraud ... ..	Three years	When the fraud becomes known to the party wronged.
77.	For relief on the ground of mistake	Three years	When the mistake becomes known to the plaintiff.
78.	For money paid upon an existing consideration which afterwards fails	Three years	The date of the failure.
79.	To make good out of the general estate of a deceased trustee the loss occasioned by a breach of trust ...	Three years	The date of the trustee's death, or, if the loss has not then resulted, the date of the loss.
80.	For contribution by a party who has paid the whole amount due under a joint decree, or by a sharer in a joint estate who has paid the whole amount of revenue due from himself and his co-sharers ... ..	Three years	The date of the plaintiff's advance in excess of his own share.
81.	By a co-trustee to enforce against the estate of a deceased trustee a claim for contribution ... ..	Three years	When the right to contribution accrues.
82.	For a seaman's wages ... ..	Three years	The end of the voyage during which the wages are earned.
83.	For wages not otherwise expressly provided for by this Schedule ... ..	Three years	When the wages accrue due.
84.	By a mortgagor or chargor after the mortgage or charge has been satisfied, to recover surplus collections received by the mortgagee or chargee ... ..	Three years	When the mortgagor or chargor re-enters on the mortgaged or charged property.



1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
85.	For an account and a share of the profits of a dissolved partnership ...	Three years	The date of the dissolution.
86.	By a lessor for the value of trees cut down by his lessee contrary to the terms of the lease ... ..	Three years	When the trees are cut down.
87.	For the profits of immovable property belonging to the plaintiff which have been wrongfully received by the defendant ... ..	Three years	When the profits are received, or where the plaintiff has been dispossessed by a decree afterwards set aside on appeal, when he re-covers possession.
88.	By a vendor of immovable property, to enforce his lien for unpaid purchase-money ... ..	Three years	The time fixed for completing the sale, or where the title is accepted after the time fixed for completion, the date of the acceptance.
89.	For a call by a company registered under any ordinance ... ..	Three years	When the call is payable.
90.	For specific performance of a contract ... ..	Three years	The date fixed for the performance, or, if no such date is fixed, when the plaintiff has notice that performance is refused.
91.	For the rescission of a contract ...	Three years	When the facts entitling the plaintiff to have the contract rescinded first become known to him.
92.	For compensation for injury to the person including, where death results from such injury, compensation to the family of the deceased ... ..	Three years	When the injury is committed.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
93.	For compensation for the breach of any contract, express or implied, not in writing and not herein specially provided for ... ..	Three years	When the contract is broken, or, where there are successive breaches, when the breach in respect of which the suit is instituted occurs, or, where the breach is continuing, when it ceases.
PART IV—SIX YEARS			
94.	For compensation for the breach of a contract in writing ... ..	Six years	When the period of limitation would begin to run against a suit brought on a similar contract not in writing.
95.	For arrears of rent ... ..	Six years	When the arrears become due.
96.	For compensation for infringing copyright or any other exclusive privilege ... ..	Six years	The date of the infringement:  Provided that, where a cause of action in respect of the conversion or detention by any person of any such copy or plate as is referred to in of section 18(1) of the Copyright Act, 1956, has accrued under that subsection to the owner of the copyright and, before he recovers possession of such copy or plate, a further conversion or detention takes place, the owner of the copyright shall not be entitled to any rights or remedies in respect of such further conversion or detention after the expiration of six years from the accrual of the cause of action in respect of the original conversion or detention.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
97.	Suit for which no period of limitation is provided elsewhere in this Schedule ... ..	Six years	When the right to sue accrues.

## PART V.—TWELVE YEARS

98.	Upon a judgment obtained in Sarawak, or any judgment within the meaning of Reciprocal Enforcement of Judgments Act 1958 [ <i>Act 99</i> ] registered in Sarawak pursuant to that Act, or a recognizance ... ..  <i>[Am. by Act 99 – w.e.f. 1.12.1972] (See extension order vide P.U. (A) 297/1972)</i>	Twelve years	The date of the judgment or recognizance.
99.	For a legacy or for a share of residue bequeathed by a testator, or for a distributive share of the property of an intestate ... ..	Twelve years	When the legacy or share becomes payable or deliverable.
100.	To establish a periodically recurring right ... ..	Twelve years	When the plaintiff is first refused the enjoyment of the right.
101.	To enforce payment of money charged upon immovable property	Twelve years	When the money sued for becomes due.
102.	To recover movable property conveyed or bequeathed in trust, deposited or pawned and afterwards bought from the trustee, deposittee or pawnee for a valuable consideration	Twelve years	The date of the purchase.
103.	To recover possession of immovable property conveyed or bequeathed in trust, or mortgaged or charged, and afterwards purchased from the trustee, mortgagee or chargee for a valuable consideration ... ..	Twelve years	The date of the purchase.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
104.	Suit instituted by a mortgagee or chargee, for possession of immovable property mortgaged or charged ...	Twelve years	When the mortgagor's or chargor's right to possession determines.
105.	By the purchaser at a private sale for possession of immovable property sold when the vendor was out of possession at the date of the sale ...	Twelve years	When the vendor is first entitled to possession.
106.	Like suit by purchaser at a sale in execution of a decree, when the judgment-debtor was out of possession at the date of sale. ...	Twelve years	When the judgment-debtor is first entitled to possession.
107.	By a purchaser of land at a sale in execution of a decree for possession of the purchased land, when the judgment-debtor was in possession at the date of the sale ... ..	Twelve years	The date of the sale.
108.	By the landlord to recover possession from the tenant ... ..	Twelve years	When the tenancy is determined.
109.	By a remainder-man, a reversioner, other than a landlord, or a devisee, for possession of immovable property	Twelve years	When his estate falls into possession.
110.	For possession of immovable property, when the plaintiff, while in possession of the property, has been dispossessed or has discontinued the possession. ... ..	Twelve years	The date of the dispossession of discontinuance.
111.	Like suit, when the plaintiff has become entitled by reason of any forfeiture or breach of condition ...	Twelve years	When the forfeiture is incurred or the condition is broken.
112.	For possession of immovable property or any interest therein not hereby otherwise specially provided for ... ..	Twelve years	When the possession of the defendant becomes adverse to the plaintiff.

1ST COLUMN	2ND COLUMN <i>Description of Suit</i>	3RD COLUMN <i>Period of Limitation</i>	4TH COLUMN <i>Time from which period begins to run</i>
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## PART VI.—THIRTY YEARS

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| 113. | Against a deposit <sup>ee</sup> or pawn <sup>ee</sup> to recover movable property deposited or pawned ... .. | Thirty years | The date of the deposit or pawn. |
|------|--|--------------|----------------------------------|

## PART VII.—SIXTY YEARS

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|------|--|-------------|---|
| 114. | By a mortgagee or chargee for fore-closure or sale ... ..  | Sixty years | When the money secured by the mortgage or charge becomes due. |
| 115. | Against a mortgagee or chargee, to redeem or to recover possession of immovable property mortgaged or charged ... .. | Sixty years | When the right to redeem or to recover possession accrues.    |