

THE LAWS OF ZANZIBAR

CHAPTER 12

LIMITATION

(PRINCIPAL LEGISLATION)

CHAPTER 12

LIMITATION

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CHAPTER 12

LIMITATION

A Decree to amend and consolidate the law for the Limitation
of Suits and for other purposes

[1ST JANUARY, 1917.]

PART I

PRELIMINARY

2 of 1917.
Cap. 54,
1922.
Cap. 11,
1934.
29 of 1940.
9 of 1950.
G.N.
103 of 1953.
117 of 1953.
165 of 1953.
185 of 1953.
170 of 1954.

Title.

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

Definitions.

2. In this Decree, unless there is anything repugnant in the subject or context—

“bill of exchange” includes a hundi and 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;

“easement” includes a right not arising from contract, by which one person is entitled to remove and appropriate for his own profit any part of the soil belonging to another or anything growing in, or attached to, or subsisting upon, the land of another;

“foreign country” means any country other than Zanzibar;

“good faith”: nothing shall be deemed to be done in good faith which is not done with due care and attention;

“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” does not include an appeal or an application;

G.N. 103 of
1953.

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

PART II

LIMITATION OF SUITS

Dismissal of
suits
instituted
after period
of limitation.

3.—(1) Subject to the provisions contained in sections 4 to 25 (inclusive), every suit instituted after the period of limitation prescribed therefor by the Schedule shall be dismissed although limitation has not been set up as a defence.

(2) A suit is instituted, in ordinary cases, when the plaint is presented to the proper officer; in the case of a pauper, when his application for leave to sue as a pauper is made; and, in the case of a claim against a company which is being wound up by the court, when the claimant first sends in his claim to the official liquidator.

4. Where 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. Where court is closed when period expires.

5.—(1) Where a person entitled to institute a suit is, at the time from which the period of limitation is to be reckoned, a minor, or a person of unsound mind, 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. Legal disability.

(2) Where such person is, at the time from which the period of limitation is to be reckoned, affected by two such disabilities, or where, 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) Where the disability continues up to the death of such person, 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) Where such representative is at the date of the death affected by any such disability, the rules contained in subsections (1) and (2) shall apply.

6. Where one of several persons jointly entitled to institute a suit is under any such disability, and a discharge can be given without the concurrence of such person, time will run against them all: but, where no such discharge can be given, time will not run as against any of them until one of them becomes capable of giving such discharge without the concurrence of the others or until the disability has ceased. Disability of one of several plaintiffs.

7. Nothing in section 5 or in section 6 applies to suits to enforce rights of pre-emption, or 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 must be instituted. Special exceptions.

8. Where once time has begun to run, no subsequent disability or inability to sue stops it: Continuous running of time.

Provided that, 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.—(1) Notwithstanding anything hereinbefore contained, no suit against a person in whom property has become vested in trust for any specific purpose, or against his legal representatives or assigns (not being assigns for valuable consideration), for the purpose of following in his or their hands such property, or the proceeds thereof or for an account of such property or proceeds, shall be barred by any length of time.

(2) For the purposes of this section any property comprised in a Muslim, Hindu, or Buddhist religious or charitable endowment shall be deemed to be property vested in trust for a specific purpose, and the manager of any such property shall be deemed to be the trustee thereof.

Suit on contract made in foreign country.

10. Suits instituted in Zanzibar on contracts entered into in a foreign country are subject to the rules of limitation contained in this Decree.

Foreign rule of limitation no defence.

11. No foreign rule of limitation shall be a defence to a suit instituted in Zanzibar on a contract entered into in a foreign country, 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 time in legal proceeding.

12. 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 Zanzibar.

13. In computing the period of limitation prescribed for any suit, the time during which the defendant has been absent from Zanzibar shall be excluded.

Exclusion of time of proceeding bona fide in court without jurisdiction.

14.—(1) 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 a court of appeal, 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.

(2) 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.

(3) For the purposes of this section, a plaintiff resisting an appeal shall be deemed to be prosecuting a proceeding.

(4) For the purposes of this section misjoinder of parties or of causes of action shall be deemed to be a cause of a like nature with defect of jurisdiction.

Limitation

15.—(1) 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, and the day on which it was withdrawn, shall be excluded.

Exclusion of time during which proceedings are suspended.

(2) In computing the period of limitation prescribed for any suit of which notice has been given in accordance with the requirements of any enactment for the time being in force, the period of such notice shall be excluded.

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 a proceeding to set aside the sale has been prosecuted shall be excluded.

Exclusion of time during which proceedings to set aside execution sale are pending.

17.—(1) Where 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 such suit.

Effect of death before right to sue accrues.

(2) Where 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 subsections (1) and (2) applies to suits to enforce rights of pre-emption or to suits for the possession of immovable property or of an hereditary office.

18. Where 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—

Effect of fraud.

- (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.

19.—(1) Where, 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 fresh period of limitation shall be computed from the time when the acknowledgment was so signed.

Effect of acknowledgment in writing.

Limitation

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

(3) For the purposes 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.

(4) For the purposes of this section, "signed" means signed either personally or by an agent duly authorised in this behalf.

Effect of payment of interest as such or of part payment of principal.

20.—(1) Where 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 authorised in this behalf or where part of the principal of a debt is, before the expiration of the prescribed period, paid by the debtor or by his agent duly authorised in this behalf, a fresh period of limitation 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 appears in the handwriting of the person making the same.

Effect of receipt of produce of mortgaged land.

(2) Where mortgaged land is in the possession of the mortgagee, the receipt of the rent or produce of such land shall be deemed to be a payment for the purpose of subsection (1).

(3) Debt includes money payable under a decree or order of court.

Agent of person under disability.

21.—(1) The expression "agent duly authorised in this behalf," in sections 19 and 20, shall in the case of a person under disability, include his lawful guardian, committee or manager, or an agent duly authorised by such guardian, committee or manager to sign the acknowledgment or make the payment.

Acknowledgment of payment by one of several joint contractors.

(2) Nothing in the said sections renders one of several joint contractors, partners, executors or mortgagees 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.—(1) Where, 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.

(2) Nothing in subsection (1) shall apply to a case where a party is added or substituted owing to an assignment or devolution of any interest during the pendency of a suit or where a plaintiff is made a defendant or a defendant is made a plaintiff.

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 begins to run at every moment of the time during which the breach of the wrong, as the case may be, continues.

Continuing breaches and wrongs.

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 therefrom, the period of limitation shall be computed from the time when the injury results.

Suit for compensation for act not actionable without special damage.

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

Computation of time mentioned in instruments.

PART IV

ACQUISITION OF OWNERSHIP BY POSSESSION

26.—(1) Where the access and use of light or air to and for any building have been peaceably enjoyed therewith as an easement, and as of right, without interruption, and for twenty years,

Acquisition of right to easements.

and where any way or watercourse, or the use of any water, or any other easement (whether affirmative or negative) has been peaceably and openly enjoyed by any person claiming title thereto as an easement and as of right without interruption, and for twenty years,

the right to such access and use of light or air, way, watercourse, use of water, or other easement shall be absolute and indefeasible.

Each of the said periods of twenty years shall be taken to be a period ending within two years next before the institution of the suit wherein the claim to which such period relates is contested.

(2) Where the property over which a right is claimed under subsection (1) belongs to Government, that subsection shall be read as if for the words "twenty years" the words "sixty years" were substituted.

(3) Nothing is an interruption within the meaning of this section, unless where there is an actual discontinuance of the possession or enjoyment by reason of an obstruction by the act of some person other than the claimant, and unless such obstruction is submitted to or acquiesced in for one year after the claimant has notice thereof and the person making or authorising the same to be made.

27. Where any land or water upon, over or from which any easement has been enjoyed or derived has been held under or by virtue of any interest for life or any term of years exceeding three years from the granting thereof, the time of the enjoyment of such easement during the continuance of such interest or term shall be excluded in the computation of the period of twenty years in case the claim is, within three years next after the determination of such interest or term, resisted by the person entitled, on such determination, to the said land or water.

Exclusion in favour of reversioner of servient tenement.

Extinguishment of right to property. 28. At the determination of the period hereby limited to any person for instituting a suit for possession of any property, his right to such property shall be extinguished.

PART V

SAVINGS

Savings. 29. Nothing in this Decree shall—
 Cap. 149. (a) affect the provisions of section 25 of the Contract Decree; or
 (b) affect or alter any period of limitation specially prescribed for any suit by any special or local law now or hereafter in force in Zanzibar; or
 Cap. 103. (c) affect the provisions of section 16 of the Wakf Property Decree; or
 Cap. 68 of 1934. (d) apply to suits under the Matrimonial Decree, or the Native
 Cap. 70 of 1934. Christian Divorce Decree.
 G.N. 185 of 1953.

SCHEDULE

(Section 3)

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
1. For compensation for doing or for omitting to do an act alleged to be in pursuance of any enactment in force for the time being in Zanzibar.	<i>PART I.— Ninety days</i> Ninety days.	When the act or omission takes place.
2. Upon a Statute, Act, Decree, Rule or By-law, for a penalty or forfeiture.	<i>PART II.— One year.</i> One year.	When the penalty or forfeiture is incurred.
3. For the wages of a household servant, artisan or labourer.	do.	When the wages accrue due.
4. For the price of food or drink sold by the keeper of a hotel, tavern or lodging-house.	do.	When the food or drink is delivered.
5. For the price of lodging.	do.	When the price becomes payable.
6. To enforce a right of pre-emption, whether the right is founded on law, or general usage, or on special contract.	do.	When the purchaser takes, under the sale sought to be impeached, physical possession of the whole of the property sold, or where the subject of the sale does not admit of physical possession when the instrument of sale is registered.

Description of suit	Period of limitation	Time from which period begins to run
<p>7. By a person against whom an order has been made under the Civil Procedure Decree, upon an application by the holder of a decree for the possession of immovable property or by the purchaser of such property sold in execution of a decree, complaining of resistance or obstruction to the delivery of possession thereof, or upon an application by any person dispossessed of such property in the delivery of possession thereof to the decree holder or purchaser, to establish the right which he claims to the present possession of the property comprised in the order.</p> <p>8. To set aside any of the following sales— (a) sale in execution of a decree of a civil court; (b) sale for arrears of Government revenue, or for any demand recoverable as such arrears.</p> <p>9. To alter or set aside a decision or order of a civil court in any proceeding other than a suit.</p> <p>10. To set aside any act or order of an officer of the Government in his official capacity, not herein otherwise expressly provided for.</p> <p>11. Against the Government to set aside any attachment, lease or transfer of immovable property by the revenue authorities for arrears of Government revenue.</p> <p>12. Against the 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.</p> <p>13. For compensation for false imprisonment.</p> <p>14. For compensation for any other injury to the person.</p> <p>15. For compensation for a malicious prosecution.</p> <p>16. For compensation for libel.</p>	<p><i>PART II.—</i> <i>One year.</i> <i>—contd.</i></p>	
	One year.	The date of the order.
	do.	When the sale is confirmed, or would otherwise have become final and conclusive had no such suit been brought.
	do.	The date of the final decision or order in the case by a court competent to determine it finally.
	do.	The date of the act or order.
	do.	When the attachment, lease or transfer is made.
	do.	When the payment is made.
	do.	When the imprisonment ends.
	do.	When the injury is committed.
	do.	When the plaintiff is acquitted, or the prosecution is otherwise terminated.
	do.	When the libel is published.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<i>PART II.— One year. —contd.</i>		
17. 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.
18. For compensation for loss of service occasioned by the seduction of the plaintiff's servant or daughter.	do.	When the loss occurs.
19. For compensation for inducing a person to break a contract with the plaintiff.	do.	The date of the breach.
20. For compensation for an illegal, irregular or excessive distress.	do.	The date of the distress.
21. For compensation for wrongful seizure of movable property under legal process.	do.	The date of the seizure.
22. Against a carrier for compensation for losing or injuring goods.	do.	When the loss or injury occurs.
23. Against a carrier for compensation for non-delivery of, or delay in delivering, goods.	do.	When the goods ought to be delivered.
24. Against a carrier or a ship for compensation for loss or damage to goods under a contract of carriage of goods by sea.	do.	The date of delivery of the goods or the date when they should have been delivered.
<i>PART III.— Two years.</i>		
25. 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.
26. For compensation for any malfeasance, misfeasance or nonfeasance independent of contract and not herein specially provided for.	do.	When the malfeasance, misfeasance or nonfeasance takes place.
<i>PART IV.— Three years.</i>		
27. For compensation for obstructing a way or a watercourse.	Three years.	The date of the obstruction.
28. For compensation for diverting a watercourse.	do.	The date of the diversion.
29. For compensation for trespass upon immovable property.	do.	The date of the trespass.
30. For compensation for infringing copyright or any other exclusive privilege.	do.	The date of the infringement.
31. To restrain waste.	do.	When the waste begins.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<p>32. For compensation for injury caused by an injunction wrongfully obtained.</p> <p>33. By a ward who has attained majority, to set aside a transfer of property by his guardian.</p> <p>34. For specific movable property lost or acquired by theft, or dishonest misappropriation or conversion, or for compensation for wrongfully taking or detaining the same.</p> <p>35. To recover movable property conveyed or bequeathed in trust, deposited or pawned, and afterwards bought from the trustee, depository or pawnee for a valuable consideration.</p> <p>36. To set aside sale of movable property comprised in a Muslim, Hindu, or Buddhist religious or charitable endowment, made by a manager thereof for a valuable consideration.</p> <p>37. For other specific movable property, or for compensation for wrongfully taking or injuring or wrongfully detaining the same.</p> <p>38. For the hire of animals, vehicles, boats or household furniture.</p> <p>39. For the balance of money advanced in payment of goods to be delivered.</p> <p>40. For the price of goods sold and delivered, where no fixed period of credit is agreed upon.</p> <p>41. For the price of goods sold and delivered to be paid for after the expiry of a fixed period of credit.</p> <p>42. For the price of goods sold and delivered to be paid for by a bill of exchange, no such bill being given.</p> <p>43. For the price of trees or growing crops sold by the plaintiff to the defendant where no fixed period of credit is agreed upon.</p> <p>44. For the price of work done by the plaintiff for the defendant at his request, where no time has been fixed for payment.</p>	<p><i>PART IV.—</i> <i>Three years.</i> <i>—contd.</i></p> <p>Three years.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p>	<p>When the injunction ceases.</p> <p>When the ward attains majority.</p> <p>When the person having the right to the possession of the property first learns in whose possession it is.</p> <p>When the sale becomes known to the plaintiff.</p> <p>When the sale becomes known to the plaintiff.</p> <p>When the property is wrongfully taken or injured, or when the detainer's possession becomes unlawful.</p> <p>When the hire becomes payable.</p> <p>When the goods ought to be delivered.</p> <p>The date of the delivery of the goods.</p> <p>When the period of credit expires.</p> <p>When the period of the proposed bill elapses.</p> <p>The date of the sale.</p> <p>When the work is done.</p>

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
	PART IV. <i>Three years.</i> <i>—contd.</i>	
45. For money payable for money lent.	Three years.	When the loan is made.
46. Like suit when the lender has given a cheque for the money.	do.	When the cheque is paid.
47. For money lent under an agreement that it shall be payable on demand.	do.	When the loan is made.
48. For money deposited under an agreement that it shall be payable on demand, including money of a customer in the hands of his banker so payable.	do.	When the demand is made.
49. For money payable to the plaintiff for money paid for the defendant.	do.	When the money is paid.
50. For money payable by the defendant to the plaintiff for money received by the defendant for the plaintiff's use.	do.	When the money is received.
51. For money payable for interest upon money due from the defendant to the plaintiff.	do.	When the interest becomes due.
52. For money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them.	do.	When the accounts are stated in writing signed by the defendant or his agent duly authorised in this behalf, unless 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.
53. For compensation for breach of a promise to do anything at a specified time, or upon the happening of a specified contingency.	do.	When the time specified arrives or the contingency happens.
54. On a single bond, where a day is specified for payment.	do.	The day so specified.
55. On a single bond, where no such day is specified.	do.	The date of executing the bond.
56. On a bond subject to a condition.	do.	When the condition is broken.
57. On a bill of exchange or promissory note payable at a fixed time after date.	do.	When the bill or note falls due.
58. On a bill of exchange payable at sight, or after sight, but not at a fixed time.	do.	When the bill is presented.
59. On a bill of exchange accepted payable at a particular place.	do.	When the bill is presented at that place.
60. On a bill of exchange or promissory note payable at a fixed time after sight or after demand.	do.	When the fixed time expires.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
	<i>PART IV. Three years. -contd.</i>	
61. 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.
62. On a promissory note or bond payable by instalments.	do.	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.
63. On a promissory note or bond payable by instalments, which provides that, if default be made in payment of one or more instalments, the whole shall be due.	do.	When the default is made, unless 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.
64. On a promissory note given by the maker to a third person to be delivered to the payee after a certain event should happen.	do.	The date of the delivery to the payee.
65. On a dishonoured foreign bill, where protest has been made and notice given.	do.	When the notice is given.
66. By the payee against the drawer of a bill of exchange, which has been dishonoured by non-acceptance.	do.	The date of the refusal to accept.
67. By the acceptor of an accommodation-bill against the drawer.	do.	When the acceptor pays the amount of the bill.
68. Suit on a bill of exchange, promissory note or bond not herein expressly provided for.	do.	When the bill, note or bond, becomes payable.
69. By a surety against the principal debtor.	do.	When the surety pays the creditor.
70. By a surety against a co-surety.	do.	When the surety pays anything in excess of his own share.
71. Upon any other contract to indemnify.	do.	When the plaintiff is actually damaged.
72. For the balance due on a mutual, open and current account, where there have been reciprocal demands between the parties.	do.	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.
73. On a policy of insurance, when the sum assured is payable immediately after proof of the death or loss has been given to or received by the insurers.	do.	When proof of the death or loss is given or received to or by the insurer, whether by or from the plaintiff, or any other person.
74. By the assured to recover premiums paid under a policy voidable at the election of the insurers.	do.	When the insurers elect to avoid the policy.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
	<i>PART IV.— Three years. —contd.</i>	
75. 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.
76. By a principal against his agent for movable property received by the latter and not accounted for.	do.	do.
77. Other suits by principals against agents for neglect or misconduct.	do.	When the neglect or misconduct becomes known to the plaintiff.
78. To cancel or set aside an instrument not otherwise provided for.	do.	When the facts entitling the plaintiff to have the instrument cancelled or set aside become known to him.
79. To declare the forgery of an instrument issued or registered.	do.	When the issue or registration becomes known to the plaintiff.
80. To declare the forgery of an instrument attempted to be enforced against the plaintiff.	do.	The date of the attempt.
81. For property which the plaintiff has conveyed while insane.	do.	When the plaintiff is restored to sanity, and has knowledge of the conveyance.
82. To set aside a decree obtained by fraud, or for other relief on the ground of fraud.	do.	When the fraud becomes known to the party wronged.
83. For relief on the ground of mistake.	do.	When the mistake becomes known to the plaintiff.
84. For money paid upon an existing consideration which afterwards fails.	do.	The date of the failure.
85. To make good out of the general estate of a deceased trustee the loss occasioned by a breach of trust.	do.	The date of the trustee's death, or, if the loss has not then resulted, the date of the loss.
86. For contribution by a party who has paid the whole or more than his share of the amount due under a joint decree, or by a sharer in a joint estate who has paid the whole or more than his share of the amount of revenue due from himself and his co-sharers.	do.	The date of the payment in excess of the plaintiff's own share.
87. By a co-trustee to enforce against the estate of a deceased trustee a claim for contribution.	do.	When the right to contribution accrues.
88. For a seaman's wages.	do.	The end of the voyage during which the wages are earned.
89. For wages not otherwise expressly provided for by this Schedule.	do.	When the wages accrue due.

Description of suit	Period of limitation	Time from which period begins to run
PART IV.— Three years. —contd.		
90. By a Muslim for exigible dower (<i>mu'ajjal</i>).	Three years.	When the dower is demanded and refused or (where, during the continuance of the marriage, no such demand has been made) when the marriage is dissolved by death or divorce.
91. By a Muslim for deferred dower (<i>mu'ajjal</i>).	do.	When the marriage is dissolved by death or divorce.
92. By a mortgagor after the mortgage has been satisfied to recover surplus collections received by the mortgagee.	do.	When the mortgagor re-enters on the mortgaged property.
93. For an account and a share of the profits of a dissolved partnership.	do.	The date of the dissolution.
94. By the manager of a joint estate of an undivided family for contribution, in respect of a payment made by him on account of the estate.	do.	The date of the payment.
95. By a lessor for the value of trees cut down by his lessee contrary to the terms of the lease.	do.	When the trees are cut down.
96. For the profits of immovable property belonging to the plaintiff which have been wrongfully received by the defendant.	do.	When the profits are received.
97. For arrears of rent.	do.	When the arrears become due.
98. By a vendor of immovable property for personal payment of unpaid purchase-money.	do.	The time fixed for completing the sale, or (where the title is accepted after the time fixed for completion) the date of the acceptance.
99. For a call by a company registered under any Statute, Act, or Decree.	do.	When the call is payable.
100. For specific performance of a contract.	do.	The date fixed for the performance, or, if no such date is fixed, when the plaintiff has notice that performance is refused.
101. For the rescission of a contract.	do.	When the facts entitling the plaintiff to have the contract rescinded first become known to him.
102. For compensation for the breach of any contract, express or implied, not in writing registered and not herein specially provided for.	do.	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.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<p>103. For compensation for the breach of a contract in writing registered.</p> <p>104. Upon a foreign judgment as defined in the Civil Procedure Decree.</p> <p>105. To obtain a declaration that an alleged adoption is invalid, or never, in fact, took place.</p> <p>106. To obtain a declaration that an adoption is valid.</p> <p>107. Suit for which no period of limitation is provided elsewhere in this Schedule.</p>	<p><i>PART V.—</i> <i>Six years.</i></p> <p>Six years.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p>	<p>When the period of limitation would begin to run against a suit brought on a similar contract not registered.</p> <p>The date of the judgment.</p> <p>When the alleged adoption becomes known to the plaintiff.</p> <p>When the rights of the adopted son, as such, are interfered with.</p> <p>When the right to sue accrues.</p>
<p>108. To avoid incumbrances or under-tenures in an entire estate sold for arrears of Government revenue, or other saleable tenure sold for arrears of rent.</p> <p>109. Upon a judgment obtained in Zanzibar, or a recognisance.</p> <p>110. For a legacy or for a share of a residue bequeathed by a testator, or for a distributive share of the property of an intestate.</p> <p>111. For possession of an hereditary office.</p> <p>112. Suit during the life of a Muslim or Hindu female by a Muslim or Hindu who, if the female died at the date of instituting the suit, would be entitled to the possession of land, to have an alienation of such land made by the female declared to be void except for her life or until her re-marriage.</p> <p>113. By a Hindu governed by the law of the Mitakshara to set aside his father's alienation of ancestral property.</p> <p>114. By a person excluded from joint family property to enforce a right to share therein.</p> <p>115. By a Hindu for arrears of maintenance.</p>	<p><i>PART VI.—</i> <i>Twelve years.</i></p> <p>Twelve years.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p> <p>do.</p>	<p>When the sale becomes final and conclusive.</p> <p>The date of the judgment or recognisance.</p> <p>When the legacy or share becomes payable or deliverable.</p> <p>When the defendant takes possession of the office adversely to the plaintiff. <i>Explanation.—An hereditary office is possessed when the profits thereof are usually received, or (if there are no profits) when the duties thereof are usually performed.</i></p> <p>The date of the alienation.</p> <p>When the alienee takes possession of the property.</p> <p>When the exclusion becomes known to the plaintiff.</p> <p>When the arrears are payable.</p>

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<i>PART VI.— Twelve years.— —contd.</i>		
116. By a Hindu for a declaration of his right to maintenance.	Twelve years.	When the right is denied.
117. For the resumption or assessment of rent-free land.	do.	When the right to resume or assess the land first accrues.
118. To establish a periodically recurring right.	do.	When the plaintiff is first refused the enjoyment of the right.
119. To enforce payment of money charged upon immovable property.	do.	When the money sued for becomes due.
120. To recover possession of immovable property conveyed or bequeathed in trust or mortgaged and afterwards transferred by the trustee or mortgagee for a valuable consideration.	do.	When the transfer becomes known to the plaintiff.
121. To set aside a transfer of immovable property comprised in a Muslim, Hindu, or Buddhist religious or charitable endowment, made by a manager thereof for a valuable consideration.	do.	When the transfer becomes known to the plaintiff.
122. By the manager of a Muslim, Hindu, or Buddhist religious or charitable endowment to recover possession of immovable property comprised in the endowment which has been transferred by a previous manager for a valuable consideration.	do.	The death, resignation or removal of the transferor.
123. By the manager of a Muslim, Hindu, or Buddhist religious or charitable endowment to recover possession of movable property comprised in the endowment which has been sold by a previous manager for a valuable consideration.	do.	The death, resignation or removal of the seller.
124. Suit instituted in a court by a mortgagee for possession of immovable property mortgaged.	do.	When the mortgagor's right to possession determines.
125. By a purchaser at a private sale for possession of immovable property sold when the vendor was out of possession at the date of the sale.	do.	When the vendor is first entitled to possession.
126. Like suit by a purchaser at a sale in execution of a decree, when the judgment debtor was out of possession at the date of the sale.	do.	When the judgment debtor is first entitled to possession.
127. Like suit by a purchaser at a sale in execution of a decree, when the judgment debtor was in possession at the date of the sale.	do.	The date when the sale becomes absolute.

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<i>PART VI.— Twelve years. —contd.</i>		
128. By a landlord to recover possession from a tenant.	Twelve years.	When the tenancy is determined.
129. By a remainderman, a reversioner (other than a landlord) or a devisee, for possession of immovable property.	do. ..	When his estate falls into possession.
130. Like suit by a Muslim or Hindu entitled to the possession of immovable property on the death of a Muslim or Hindu female.	do. ..	When the female dies.
131. For possession of immovable property when the plaintiff, while in possession of the property, has been dispossessed or has discontinued the possession.	do. ..	The date of the dispossession or discontinuance.
132. Like suit, when the plaintiff has become entitled by reason of any forfeiture or breach of condition.	do. ..	When the forfeiture is incurred or the condition is broken.
133. For possession of immovable property or any interest therein not hereby otherwise specially provided for.	do. ..	When the possession of the defendant becomes adverse to the plaintiff.
<i>PART VII.— Thirty years.</i>		
134. Against a depositary or pawnee to recover movable property deposited or pawned, provided that there is no special provision to the contrary contained in any Decree.	Thirty years.	The date of the deposit or pawn.
135. By or on behalf of the Government for possession of any public street or road or any part thereof from which it has been dispossessed or of which it has discontinued the possession.	do. ..	The date of the dispossession or discontinuance.
<i>PART VIII.— Sixty years.</i>		
136. By a mortgagee for foreclosure or sale.	Sixty years.	When the money secured by the mortgage becomes due.
137. Against a mortgagee to redeem or to recover possession of immovable property mortgaged.	do. ..	When the right to redeem or to recover possession accrues.
138. Any suit by or on behalf of the Zanzibar Government.	do. ..	When the period of limitation would begin to run under this Decree against a like suit by a private person.