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Case Note

STATUTORY INTERPRETATION AND THE LIMITATION ACT

Potter v Canada Square Operations Ltd [2023] 3 WLR 963

This note analyses the recent decision of the UK Supreme Court in *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 and argues that, in the context of statutory limitation periods, a literal approach to statutory interpretation may help clarify and simplify the law on limitations. This, however, means that amendments will have to be made to the Singapore Limitation Act 1959 and in this vein, this note suggests how this may be done.

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I. Introduction

1 The limitation periods set out in the Limitation Act 1959[2] ("LA 1959") are a tardy plaintiff's worst nightmare. There are, however, good reasons for this. For one, evidence, the foundation upon which cases are won or lost, is often lost with the passage of time. Further, without a limitation period, a defendant would have a claim "hanging over him for an indefinite period of time".[3] That said, interpreting the provisions of the LA 1959 is an exercise in statutory interpretation, and the "open texture"

1 This case note is written in the author's personal capacity. The opinions expressed herein are entirely the author's own views and do not reflect the views or positions of the entities the author belongs to. At the time of writing, the author was Justices' Law Clerk at the Supreme Court of Singapore. The author is grateful to the anonymous referee for their review of this case note as well as Jonathan Cheah for his excellent copy editing.

2 2020 Rev Ed. There are also equitable rules that may bar stale claims. See, *eg*, *Esben Finance Ltd v Wong Hou-Lianq Neil* [2022] 1 SLR 136 at [113] and *Salaya Kalairani v Appangam Govindhasamy* [2023] SGHC(A) 40 at [49]–[56].

3 Singapore Academy of Law, Law Reform Committee, *Report of the Law Reform Committee on The Review of the Limitation Act (Cap 163)* (February 2007) (Chairperson: Charles Lim Aeng Cheng) at para 41.

of rules[4] means that it is here that battle is often joined as to how various provisions of the LA 1959 should be interpreted.[5] In this vein, the recent decision of the UK Supreme Court ("UKSC") in *Potter v Canada Square Operations Ltd*[6] ("*Potter*"), which is the subject of this note, will be of interest.

II. Facts and decision in *Potter v Canada Square Operations Ltd*

2 Mrs Potter, the claimant, had entered into a loan agreement with the defendant, Canada Square Operations Ltd ("CSOL"). The total amount of credit under the agreement was £20,787.24, which comprised a cash amount of £16,953.00 and a payment protection premium of £3,834.24 (which related to Mrs Potter's purchase of a payment protection insurance policy). The loan was repayable in instalments over a 54-month period.

3 Unbeknownst to Mrs Potter, over 95% of the payment she had made was retained by CSOL as its commission on the policy. CSOL did not inform the claimant that it would receive or retain commission on the policy.[7] Mrs Potter completed payment early and the agreement came to a premature end on 8 March 2020.[8]

4 In November 2014, the UKSC issued its judgment in *Plevin v Paragon Personal Finance Limited*[9] ("*Plevin*"). The facts of *Plevin* were similar to that in *Potter*. In *Plevin*, the UKSC had held that the non-disclosure of a very high commission charged to a borrower made the relationship between the creditor and borrower "unfair" within the meaning of s 140A of the Consumer Credit Act 1974[10] such that the borrower could seek a remedial order under s 140B of the same Act.[11]

5 Mrs Potter commenced action against CSOL in the County Court. The only issue in dispute was whether the claim was time-barred, or whether time should be extended under s 32(1)(b) of the UK Limitation Act 1980[12] ("UK LA 1980"), read either by itself, or together with s 32(2):

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4 H L A Hart, *The Concept of Law* (Oxford University Press, 3rd Ed, 2012) at pp 124–154.
5 See, *eg*, *IPP Financial Advisers Pte Ltd v Saimee bin Jumaat* [2020] 2 SLR 272.
6 [2023] 3 WLR 963.
7 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [4].
8 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [5].
9 [2014] 1 WLR 4222.
10 c 39 (UK).
11 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [6].
12 c 58.

(cont'd on the next page)

> **32 Postponement of limitation period in case of fraud, concealment or mistake.**
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> (1) Subject to subsection (3), subsections (3), (4A) and (4B) below, where in the case of any action for which a period of limitation is prescribed by this Act, either—
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> (a) the action is based upon the fraud of the defendant; or
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> (b) *any fact relevant* to the plaintiff's right of action *has been deliberately concealed from him by the defendant*; or
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> (c) the action is for relief from the consequences of a mistake; the period of limitation shall not begin to run until the plaintiff has discovered the fraud, concealment or mistake (as the case may be) or could with reasonable diligence have discovered it. References in this subsection to the defendant include references to the defendant's agent and to any person through whom the defendant claims and his agent.
>
> (2) For the purposes of subsection (1) above, *deliberate commission of a breach of duty in circumstances in which it is unlikely to be discovered for some time amounts to deliberate concealment of the facts involved in that breach of duty*.
>
> [emphasis added]

6 Recorder Rosen QC, who heard the claim at first instance, held that Mrs Potter's claim was not time-barred because s 32 applied.[13] QSOL appealed to the High Court, arguing, *inter alia*, that the recorder had erred in law in finding that QSOL was under a relevant duty, for the purposes of s 32, to disclose the existence or extent of the commission it had retained. The result, however, was the same – Jay J dismissed QSOL's appeal. Although Jay J found that s 32(1)(b) of the UK LA 1980 did not apply, and that there was no such duty on QSOL's part, he accepted that s 32(2) did apply to the present facts.[14]

7 QSOL appealed to the Court of Appeal where, once more, it met with the same result. Rose LJ, who delivered the lead judgment, ruled that the creation of an unfair relationship amounted to a breach of duty sufficient to engage s 32(2) of the UK LA 1980.[15] As for s 32(1)(b), Rose LJ held that it could be engaged either by a positive act of concealment of a

13 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [10]–[11].
14 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [14].
15 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [18].

relevant fact, or by a withholding of relevant information about that fact where there was a duty to disclose it.[16]

8 Having lost before the Court of Appeal, QSOL appealed to the UKSC. There were two main issues. First, what was the proper interpretation of ss 32(1)(b) and 32(2) of the UK LA 1980? Second, applying this interpretation of ss 32(1)(b) and 32(2) to the facts, was Mrs Potter's claim time-barred?

9 Lord Reed, who delivered the sole judgment, with which the rest of the Law Lords agreed, began his analysis of the relevant provisions of the UK LA 1980 by tracing the historical development of the Act. Where s 32(1)(b) of the Act was concerned, Lord Reed noted, after an extensive review of the authorities, that the word "concealed" had been interpreted in the following manner: In cases of non-disclosure as opposed to active concealment, it had to be shown that there was a duty, comprising either a legal obligation or one arising from a combination of utility and morality to disclose the relevant facts. Further, there was also the requirement that there be knowledge that the fact concealed was relevant to the claimant's right of action or to a potential right of action, or recklessness as to its relevance to such a right of action. The other key word in s 32(1)(b), "deliberate", had been "construed as requiring the breach of the duty of disclosure either: (1) intentionally; or (2) knowing that there [was] a risk of such a breach and taking that risk in circumstances in which it was objectively unreasonable to do so".[17]

10 This interpretation, according to Lord Reed, was unacceptable because it read more into the provision than what Parliament had intended, in a situation where the provision made "good sense without elaboration".[18] It was, as Lord Reed emphasised, important to give clear language its ordinary meaning. Here, Lord Reed endorsed Lord Scott's reading of s 32(1)(b) in *Cave v Robinson Jarvis & Rolf*.[19] A claimant seeking to rely on that proviso had to establish that: (a) there was a fact relevant to their right of action; (b) that fact had been concealed from them by the defendant, either through a positive act of concealment or by withholding of the relevant information; and (c) there was an intention on the part of the defendant to conceal the fact or facts in question.[20]

16 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [19].
17 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [93].
18 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [95].
19 [2003] 1 AC 384.
20 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [109].

11 Turning to the interpretation of s 32(2), the question concerned the interpretation of "deliberate", *viz*, whether "deliberate" also included "reckless" (*ie*, the taking of a risk of which the person is aware in circumstances where it is objectively unreasonable to do so).[21] Lord Reed ruled that "deliberate" did not include "reckless", nor did it include an awareness that the defendant was exposed to a claim.[22] For one, "deliberate" and "reckless", as a matter of ordinary linguistic use, had different meanings – that much was clear, not only from the dictionary definitions, but also from a survey of judicial decisions,[23] as well as illustrations from various legislative provisions.[24] Further, the authorities interpreting s 32(2) of the UK LA 1980 had also, impliedly, taken the view that "recklessness" did not amount to "deliberate concealment".[25]

12 Having arrived at the proper interpretation of ss 32(1)(b) and 32(2) of the UK LA 1980, Lord Reed reasoned that the former applied to the present case. To bring a claim under s 140A of the Consumer Credit Act 1974, the existence and quantum of the commission were facts relevant to Mrs Potter's claim – QSOL had deliberately concealed that from her by consciously deciding not to disclose that information to her.

13 As for s 32(2), that did not apply because Mrs Potter had already conceded that it could not be shown that QSOL knew it was committing a breach of duty or had intended to commit a breach of duty. The furthest that she could take her case was that QSOL was aware that there was a risk that by deliberately concealing the commission from her, it had run afoul of s 140A of the Consumer Credit Act 1974 – this simply did not suffice.

14 In conclusion, Mrs Potter's claim was not time-barred and QSOL's appeal was dismissed.

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21 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [111].

22 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [153].

23 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [113]–[119], citing *Burnett or Grant v International Insurance Co of Hanover Ltd* [2021] 1 WLR 2465; *De Beers UK Ltd v Atos Origin IT Services UK Ltd* [2011] BLR 274; *In re City Equitable Fire Insurance Co Ltd* [1925] Ch 407 at 434; and *Mutual Energy Ltd v Starr Underwriting Agents Ltd* [2016] EWHC 590 (TCC).

24 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [120]–[122], citing s 15 of the Theft Act 1968 (c 60) (UK) and s 5 of the Consumer Insurance (Disclosure and Representations) Act 2012 (c 6) (UK).

25 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [123]–[133], citing *Cave v Robinson Jarvis & Rolf* [2003] 1 AC 384; *Giles v Rhind (No 2)* [2008] EWCA Civ 118, *Grace v Black Horse Ltd* [2014] EWCA Civ 1413; and *Primeo Fund v Bank of Bermuda (Cayman) Ltd* [2019] CICA JO613-1.

III. Observations

15 Determining whether a claim is statutorily time-barred is a matter of statutory interpretation. As a matter of Singapore law, the approach to statutory interpretation requires that the court first ascertain the possible interpretations of the provision in question, having regard not only to the text of the provision but to its context within the written law as a whole. Second, the court must then ascertain the legislative purpose or object of the statute. Third, and finally, the court must compare the possible interpretations of the text against the purposes or objects of the statute.[26] The court must then choose the interpretation that best comports with the purpose and object of the statute.

16 This approach to statutory interpretation has come a long way from the literal approach taken in the past, where statutory interpretation was simply an exercise in giving the words of a statute their literal or dictionary meaning.[27] The approach taken by the UKSC in *Potter*, however, demonstrates that a return to the literal approach, when interpreting provisions of the Limitation Act, may be preferable. In interpreting ss 32(1)(b) and 32(2), Lord Reed was, in essence, giving effect to the clear language of those provisions.[28] Reaching this conclusion, however, required Lord Reed to trawl through the background to the enactment of the UK LA 1980 to divine the mischief it was intended to address.[29] In addition, Lord Reed also had to canvass the legion of authorities interpreting s 32 of the UK LA 1980 – though this appears to have been done to drive home the point that the UK Court of Appeal had begun to move progressively further away from the clear language of the provisions,[30] and to caution against reading more into those provisions than what Parliament had enacted.

17 In the context of Singapore's LA 1959, it may, however, be difficult (or impossible) to argue that the court should, in applying its provisions, simply give effect to the plain and ordinary meaning of the words used in the statute without going further to examine the legislative intention. This is because the Singapore Court of Appeal has cited s 9A of

26 *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 at [37]; *Attorney-General v Ting Choon Meng* [2017] 1 SLR 373 at [59].

27 Andrew Burrows, *Thinking About Statutes: Interpretation, Interaction, Improvement* (Cambridge University Press, 2018) at pp 5–6. See also *Lee Tat Cheng v Maka GPS Technologies Pte Ltd* [2018] 1 SLR 856 at [27], citing *Catnic Components Limited v Hill & Smith Limited* [1982] RPC 183.

28 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [95].

29 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [35].

30 *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [74] and [95].

the Interpretation Act[31] as mandating a purposive approach to statutory interpretation.[32] This means that it is always open to parties to advance a different meaning of the provision in dispute, provided, of course, that the meaning advanced is one that could be borne by the text of that provision.[33] One possible workaround may be to amend the LA 1959 and stipulate that, as far as possible, the words of the LA 1959 are to be given their ordinary meaning. This would make it clear that, in so far as the LA 1959 is concerned, Parliament had intended that a literal approach to interpretation is to be applied as the first port of call. There is, in this author's view, much to commend in adopting such an approach. The LA 1959 sets out the limitation periods, as determined by Parliament, in respect of various causes of action – this gives parties clear expectations as to when a claim can, or cannot, be brought. Certainty, as to when and how the various provisions of the LA 1959 apply, must therefore take centre stage.[34] There should, accordingly, be less room for parties to strain, by way of clever argument in applying the purposive approach,[35] the words of the LA 1959.

18 The argument above, naturally, presupposes that the LA 1959 has been drafted in a clear and accessible manner. In this vein, amendments to the LA 1959 may well be timely.[36] Any legislative reform could go a long way towards clarifying and simplifying a notoriously difficult and technical area of the law.[37] One possibility for reform is a complete

31 Section 9A(1) of the Interpretation Act 1965 (2020 Rev Ed) states: "In the interpretation of a provision of a written law, an interpretation that would promote the purpose or object underlying the written law (whether that purpose or object is expressly stated in the written law or not) is to be preferred to an interpretation that would not promote that purpose or object."

32 *Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 at [37]; *Attorney-General v Ting Choon Meng* [2017] 1 SLR 373 at [59]. See also *Suresh s/o Suppiah v Jiang Guoliang* [2016] 4 SLR 645 at [34].

33 See Goh Yihan, "Statutory Interpretation in Singapore: 15 Years on from Legislative Reform" (2009) 21 SAcLJ 97 at para 30.

34 Patrick Mayhew, "Can Legislation Ever be Simple, Clear, and Certain?" (1990) 11 *Statute Law Review* 1 at 7. See N H Andrews, "Reform of Limitation of Actions: The Quest for Sound Policy" (1998) 57(3) *Cambridge Law Journal* 589 at 591 and 594.

35 See N H Andrews, "Reform of Limitation of Actions: The Quest for Sound Policy" (1998) 57(3) *Cambridge Law Journal* 589 at 596, where the author notes that "[p]oints of nice interpretation are taken on appeal [and] [t]hese appellate discussions generate an elaborate gloss upon the relevant statute".

36 The Singapore courts have, on no less than two occasions, noted that reform of the Limitation Act would be timely: *Hong Guet Eng v Wu Wai Hong* [2006] 2 SLR(R) 458 at [37]. See also Singapore Academy of Law, Law Reform Committee, *Report of the Law Reform Committee on The Review of the Limitation Act (Cap 163)* (February 2007) (Chairperson: Charles Lim Aeng Cheng).

37 See Andrew McGee, "A Critical Analysis of the English Law of Limitation Periods" (1990) 9 *Civil Justice Quarterly* 366 at 380.

overhaul of the LA 1959. As to how this might be done, inspiration may be drawn from the drafting process of Rules of Court 2021[38] ("ROC 2021"). In other words, just as the ROC 2021 envisages a fresh approach to civil procedure tailored for local litigation, legislative drafters should also envisage a fresh approach to statutory limitation periods. For example, provisions should clearly set out, in plain words, when time begins to run and when time may be extended. Such an approach would also eliminate the need for counsel to trawl through foreign authorities in an attempt to trace the provenance of the rules set out in the LA 1959.[39] It goes without saying that this would, naturally, result in savings in terms of time and costs.

19 The recent decision of the General Division of the High Court in *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma*[40] ("*SW Trustees*") illustrates why such a complete overhaul may be desirable. *SW Trustees* concerned an appeal by the sixth defendant against the assistant registrar's decision to grant leave for the plaintiffs to amend their statement of claim ("SOC") by adding a new allegation of unlawful means conspiracy, a new allegation of fraudulent concealment and a new conspirator.[41] Goh Yihan JC allowed the appeal, reasoning, *inter alia*, that the amendments were time-barred and that the time bar was not postponed so as to allow for these amendments.[42] In arriving at this conclusion, Goh JC undertook a careful and detailed review of s 29 of the LA 1959 (which is *in pari materia* with s 26 of the UK Limitation Act 1939[43] ("UK LA 1939")) – this involved analysing English cases which were relevant to the interpretation of s 29. While there is nothing wrong in tracing the history of a legislative provision in the process of statutory interpretation,[44] or perusing foreign authorities to examine how *in pari materia* provisions have been interpreted,[45] in the context of statutory limitation periods, it is particularly worrying that parties, as well as judges, must plumb the depths of legal history and volumes of foreign authorities to determine

38 S 914/2021.

39 See *Singapore Rules of Court: A Practice Guide (2023 Edition)* (Chua Lee Ming editor-in-chief & Paul Quan gen ed) (Academy Publishing, 2023) at p 2.

40 [2023] SGHC 273. Other examples can also be found in Singapore jurisprudence; see *IPP Financial Advisers Pte Ltd v Saimee bin Jumaat* [2020] 2 SLR 272 at [64]–[82].

41 *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma* [2023] SGHC 273.

42 *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma* [2023] SGHC 273 at [45].

43 c 21.

44 See, *eg*, *Consorzio di Tutela della Denominazione di Origine Controllata Prosecco v Australian Grape and Wine Inc* [2023] 2 SLR 509 at [20]–[26]; *AmBank (M) Bhd v Yong Kim Yoong Raymond* [2009] 2 SLR(R) 659 at [18]–[25]; and *Chen Aun-Li Andrew v Ha Chi Kut* [2023] 1 SLR 341 at [10].

45 See, *eg*, *Geocon Piling & Engineering Pte Ltd v Multistar Holdings Ltd* [2015] 3 SLR 213 at [139] and *Marten, Joseph Matthew v AIQ Pte Ltd* [2023] SGHC 361 at [87].

whether a claim is time-barred. As K M Byrne, then-Minister for Labour and Law in 1959, put it:[46]

> Was it necessary in order to prevent a man from sleeping over his rights to devise 183 methods of defeating him, or is it to be that in order to appreciate the right interpretation of these 183 methods, a lawyer should be forced to investigate no less than 8,000 reported decisions?

20 Relatedly, it is also apparent that the words of the LA 1959 have been strained. Simply put, it is not enough to seek guidance from the words of the Act, but one must canvass authorities which have, arguably, stretched or added a gloss to the meaning of the words used in the Act. One such example can be found in s 29 of the LA 1959,[47] which states:

> **Postponement of limitation period in case of fraud or mistake**
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> **29.**—(1) Where, in the case of any action for which a period of limitation is prescribed by this Act —
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> (*a*) the action is based upon the fraud of the defendant or his agent or of any person through whom he claims or his agent;
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> (*b*) the right of action is concealed by the fraud of any such person as aforesaid; or
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> (*c*) the action is for relief from the consequences of a mistake,
>
> the period of limitation shall not begin to run until the claimant has discovered the fraud or the mistake, as the case may be, or could with reasonable diligence have discovered it.

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46 Singapore Academy of Law, Law Reform Committee, *Report of the Law Reform Committee on The Review of the Limitation Act (Cap 163)* (February 2007) (Chairperson: Charles Lim Aeng Cheng), citing State of Singapore, *Legislative Assembly Debates, Official Report* (2 September 1959), vol 11 at col 587.

47 The UK has resolved the strained interpretation of s 26(b) of the UK Limitation Act 1939 ("UK LA 1939") with the introduction of s 32 of the UK Limitation Act 1980 ("UK LA 1980"). There is, however, no equivalent provision in the Singapore Limitation Act 1959. This is because Singapore's Limitation Act is based on the UK LA 1939. When the latter was repealed and replaced by the UK LA 1980, the Singapore Limitation Act was amended accordingly, except that s 29 of this Act was not amended to incorporate the changes in s 32 of the UK LA 1980. See *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma* [2023] SGHC 273 at [51], citing Singapore Parl Debates; Vol 60; Col 32; [29 May 1992]. As Prof Jayakumar explained:

> [T]he Bill before us amends the Limitation Act along the lines of the United Kingdom Limitation Act 1980 and the United Kingdom Latent Damage Act 1986. What it does is to extend the limitation periods for personal and non-personal injury claims by providing an alternative starting date for the limitation period, ie, the date the aggrieved person has knowledge of the damage. The limitation period would be computed from the date that expires later. It also seeks to balance the interest of potential defendants by providing that no action may be brought after 15 years from the date of the breach of duty even though the damage or injury has not and could not be discovered.

> (2) Nothing in this section shall enable any action to be brought to recover, or enforce any charge against, or set aside any transaction affecting, any property which —
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> > (a) in the case of fraud, has been purchased for valuable consideration by a person who was not a party to the fraud and did not at the time of the purchase know or have reason to believe that any fraud had been committed; or
> >
> > (b) in the case of mistake, has been purchased for valuable consideration, subsequently to the transaction in which the mistake was made, by a person who did not know or have reason to believe that the mistake had been made.

21 As the law stands, "fraud" in s 29(1)(*b*) is not limited to the common law sense of the word, but also extends to include "unconscionability in the form of a deliberate act of concealment if the wrongdoer knowingly or recklessly committed a wrongdoing in secret without telling the aggrieved party".[48] Such an interpretation strains the language of this provision[49] – as Megarry VC pointed out in *Tito v Waddel (No 2)*,[50] commenting on s 26(b) of the UK LA 1939 (which is *in pari materia* with s 29(1)(*b*) of the LA 1959), "not only does 'fraud' not mean 'fraud', but also 'concealed' does not mean 'concealed', since any unconscionable failure to reveal is enough".[51] One would also notice that the word "fraud", which is used in s 29(1)(*a*), bears a completely different meaning from that in s 29(1)(*b*) – the former refers to "fraud" in the legal, technical sense of the word, however, s 29(1)(*b*) refers to "fraud" in a broader sense beyond its common law meaning.[52]

22 Some, however, might take the view that a complete overhaul of the LA 1959 may be a bridge too far. Here, one might point to the UK experience, where statutory limitation periods have been the subject of considerable legislative attention, but efforts on the legislative front have not stemmed repeated trips to the UK appellate courts seeking clarification on various points of interpretation relating to statutory limitation periods.[53] The other option for legislative reform would then be to, as the Law Reform Committee on the Review of the Limitation Act

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48 *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma* [2023] SGHC 273 at [59], citing *Chua Teck Chew Robert v Goh Eng Wah* [2009] 4 SLR(R) 716 at [27], which in turn cited *Bank of America National Trust and Savings Association v Herman Iskandar* [1998] 1 SLR(R) 848 at [73]–[75].

49 See *Potter v Canada Square Operations Ltd* [2023] 3 WLR 963 at [49].

50 [1977] Ch 106.

51 *Tito v Waddel (No 2)* [1977] Ch 106 at 245.

52 *SW Trustees Pte Ltd v Teodros Ashenafi Tesemma* [2023] SGHC 273 at [57] and [59].

53 Andrew McGee, "A Critical Analysis of the English Law of Limitation Periods" (1990) 9 *Civil Justice Quarterly* 366 at 366.

recommended in 2007, make piecemeal amendments "to plug lacunae and address any deficiencies".[54] Here, clarifying various provisions of the LA 1959 must take a backseat because more pressing concerns such as plugging lacunae in the LA 1959 (*eg*, providing a time bar for claims in unjust enrichment)[55] must take centre stage.

IV. Conclusion

23 In summary, it may be timely to consider making amendments to update the LA 1959 and if legislative reform is contemplated, it may also be opportune to rethink the approach to statutory limitation periods, with a view towards clarifying and simplifying the law on limitation. To that end, any attempt at legislative reform would likely benefit from academic discourse locally,[56] and it is hoped that the law on limitations can, and will, receive greater attention moving forward.

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54 Singapore Academy of Law, Law Reform Committee, *Report of the Law Reform Committee on The Review of the Limitation Act (Cap 163)* (February 2007) (Chairperson: Charles Lim Aeng Cheng) at para 6.

55 *Esben Finance Ltd v Wong Hou-Lianq Neil* [2022] 1 SLR 136 at [85].

56 Singapore does not, yet, have a local text addressing the law of limitations – see, *eg*, Andrew McGee, *Limitation Periods* (Sweet & Maxwell, 9th Ed, 2022). For a sampling of the local literature commenting on the Singapore Limitation Act, see, *eg*, Margaret Fordham, "Sexual Abuse and the Limitation of Actions in Tort: A Case for Greater Flexibility?" [2008] Sing JLS 292.