

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 CIT Technology Financing Services, Inc.,)
)
 Plaintiff,)
)
 vs.)
)
 Marathon Community Church,)
)
 Defendant/Third Party Plaintiff,)
)
 vs.)
)
 Ricoh Americas Corporation,)
)
 Third Party Defendant.)

IN THE COURT OF COMMON PLEAS

C/A No. 2012-CP-23-03738

ORDER

2013 AUG 30 P 12:32
 CLERK OF COURT
 GREENVILLE CO. S.C.
 100 W. MAIN ST.
 GREENVILLE, S.C. 29601

INTRODUCTION

This matter came before the Court on Tuesday, July 23, 2013. The Plaintiff CIT moved for Summary Judgment. Based upon the arguments of the parties and the materials submitted to the Court, the Court grants the Plaintiff's motion in part. The Court enters Summary Judgment as to liability while leaving the issue of damages outstanding.

DISCUSSION

This lawsuit arises from a financing lease agreement for copiers. The Defendant admits entering the financing lease and accepting delivery of the copiers. The Defendant admits it initially paid the installment payments due under the financing leases. The Defendant admits it has ceased making payments under the lease and is, therefore, in default under the financing lease.

This matter is governed by South Carolina's adoption of the Uniform Commercial Code. In particular, Section 36-2A-407(1) makes a commercial financing lease irrevocable upon

acceptance of goods. Thus, based on the arguments and materials submitted, the Court finds that the Defendant entered a valid and enforceable commercial lease. The Defendant cannot avoid its responsibilities under the contract as it relates to the Plaintiff.

The Defendant, however, has asserted claims pending regarding the Third-Party Defendant.

Therefore, the Court finds that the lease contract is enforceable, and the Defendant is liable to the Plaintiff upon it. The Court declines to enter a money judgment at this time in favor of a subsequent hearing on the merits to determine how much is owed.

CONCLUSION

IT IS, THEREFORE, ORDERED that the Plaintiff is granted Summary Judgment as to liability. A subsequent hearing on the merits should be convened to determine how much is owed and by whom it should be paid considering third-party liabilities and attendant offsets.

AND IT IS SO ORDERED.


The Honorable Robin B. Stilwell

Greenville, South Carolina

August 28, 2013