

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	CIVIL ACTION NO.: 2018-CP-40-00187
)	
UNIVERSITY MOTOR COMPANY, INC,)	
Plaintiff,)	
)	
v.)	ORDER GRANTING DEFENDANT'S
)	MOTION TO DISMISS
)	
MAURICE DAWKINS,)	
Defendant.)	

THIS MATTER COMES BEFORE THE COURT on Defendant’s Motion to Dismiss based on the statute of limitations. The Court fully considered the Motion presented, the Opposition submitted to the Motion, the affidavits and evidence presented, and the arguments of counsel. For the reasons discussed below, the Court grants Defendant’s Motion to Dismiss.

I. STATEMENT OF FACTS

This action arises out of a Retail Installment Contract and Security Agreement Defendant entered into on July 26, 2010 to purchase a vehicle for \$20,572.52 from Plaintiff. Plaintiff alleges that Defendant was to make 35 consecutive payments beginning on September 9, 2010 of \$502.02, ending with a final payment of \$501.82. On August 21, 2010, Defendant was involved in an automobile accident where the vehicle at issue was destroyed. According to the Plaintiff, Defendant has been delinquent on these payments since August of 2010. Plaintiff filed this action against Defendant on January 10, 2018. After getting served on April 11, 2018 with the Summons and Complaint, Defendant filed his Answer on May 11, 2018. The Answer asserted as an affirmative defense the statute of limitations.

II. CONCLUSIONS OF LAW

Under South Carolina law, an action for breach of contract must be brought within three years from the date the action accrues. S.C. Code Ann. § 15-3-530(1). “The discovery rule determines the date of accrual for a breach of contract action.” Maier v. Tietex Corp., 331 S.C. 371, 376-77, 500

S.E.2d 204, 207 (Ct. App. 1998). “Pursuant to the discovery rule, a breach of contract action accrues not on the date of the breach, but rather on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence.” Id. The Court of Appeals in Maher held the breach of contract claim is barred by the statute of limitations. Id. at 385, 500 S.E.2d at 211.

Here, the Defendant defaulted on the contract nearly seven and a half years prior to the filing of this action. Under section 15-3-530(1), the appropriate time to initiate the current action should have been within three years of the accrual date. Maher at 376-77, 500 S.E.2d at 207 (“[A] breach of contract action accrues not on the date of the breach, but rather on the date the aggrieved party . . . discovered the breach . . .”). Accordingly, the Plaintiff’s action is barred by the statute of limitations.

III. CONCLUSION

For the foregoing reasons, Defendant’s Motion to Dismiss is granted.

IT IS SO ORDERED!

Robert E. Hood
Chief Administrative Judge
Fifth Judicial Circuit

February _____, 2019
Columbia, South Carolina



Richland Common Pleas

Case Caption: University Motor Company Inc vs Maurice Dawkins

Case Number: 2018CP4000187

Type: Order/Other

So Ordered

s/ R.E. Hood #2164