

The Supreme Court of South Carolina

Poly-Med, Inc., Plaintiff,

v.

Novus Scientific Pte. Ltd.; Novus Scientific, Inc.; Novus Scientific AB, Defendants..

Appellate Case No. 2021-000027

ORDER

Pursuant to Rule 244, SCACR, the Court will answer the following question certified to this Court by order of the Honorable Pamela Harris, United States Court of Appeals for the Fourth Circuit:

Under a contract with continuing rights and obligations, does South Carolina law recognize the continuing breach theory in applying the statute of limitations to breach-of-contract claims, such that claims for separate breaches that occurred (or were only first discovered) within the statutory period are not time-barred, notwithstanding the prior occurrence and/or discovery of breaches as to which the statute of limitations has expired? Does it matter if the breaches are of the same character or type as the previous breaches now barred?

The parties shall proceed to serve and file briefs as provided by Rule 244(e), SCACR. The parties are reminded Rule 244, SCACR, does not provide for the filing of initial briefs; therefore, only final briefs should be filed in this matter.



FOR THE COURT C.J.

Columbia, South Carolina
February 5, 2021

cc:

The Honorable Pamela A. Harris

The Honorable Jennifer Rice

Stephen Lynwood Brown, Esquire

Russell Grainger Hines, Esquire

Allen Mattison Bogan, Esquire

Mark C. Dukes, Esquire

Jennifer L. Mallory, Esquire

Robert Hall McWilliams, Jr., Esquire

Paul Peter Nicolai, Esquire

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